

79
A
DEFENCE

Of the REMARKS

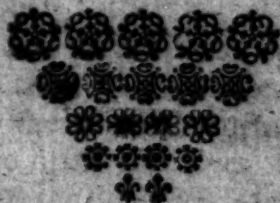
OF THE

Plymouth Company

On the Plan and Extracts of Deeds published by
the Proprietors (as they term themselves) of the
Township of *Brunswick*.

BEING

A Reply to their Answer to said REMARKS, lately published,
according to their Vote of *March 28. 1753.*



BOSTON: N. E.

Printed in the Year MDCCLIII.

MARKS OF THE
P R E F A C E



THIS Reply was undertaken in April last (when the Brunswick Proprietors Answer first appeared) and a considerable Progress was made therein: but the Writer's ill State of Health obliged him to discontinue it for near three Months.

This Delay has given the said Proprietors the Opportunity and Satisfaction of boasting, that their Answer was unanswerable: but we think the contrary manifest in what follows; which we submit to the Judgment of the unprejudiced.

Boston, August 22.

1753.

D E F E N C E &c.

***** **THAT** a good Cause stands in no Need of indirect Means to support
 ***** it; and that ill Language in managing a Controversy proceeds from
 ***** **T** a want of something better to offer; is an Observation that may be
 ***** applied very aptly to the *Brunswick Proprietors*; for they have used
 ***** very indirect Means to support their Cause; and in their Language
 taken the most indecent Liberties. But the Observation furnishes them with some
 Sort of Excuse, that their Cause is bad, and they have nothing better to offer.
 This is the best Excuse that can be made for them, tho' in their Preface they aim
 at another; where, acknowledging the *Indecency, Incivility, Acrimony, and Un-*
courtliness of their Answer, they say, by way of Apology, that we led the Way.
 But this, like many other of their Assertions, is contrary to Truth. Indeed, in
 one or two Paragraphs of our Remarks, the Expression was a little pointed;
 which was occasioned by their gross Reflections on the *Plymouth Company* in their
 Vote accompanying their printed Plan and Extracts; in which they charge us
 with *deceiving and deluding the unwary and ignorant*: So that they themselves were
 the first Aggressors, and therefore, even in their own Judgment, must stand con-
 demned for the Scurility and abusive Language, which their Pamphlet abounds
 with. One Thing indeed we blame our selves for, which is, that we should even
 seem to follow their low Example.

After having given a full vent to their Spleen, which possibly might have been
 of ill Consequence to them, had they entirely stifled it; they begin with repeating
 what they had before declared in their first Performance, that it was not only their
 pretended, but real Design, "to open the Eyes of People, and to undeceive
 " those who had been deluded by the *Plymouth Company*." And to effect it, they now
 say (for it seems they are conscious that all they had hitherto said had not effected
 it) "That the *Plymouth Company* either by their Excess of Avarice and Ambition,
 " or by the Insolence and Violence of their Natures, or perhaps by a meer Con-
 " tempt of their Adversaries, were put upon the most flagrant Actions, directly
 " against Law; and such as will one Day lay them open to the Vengeance due to
 " such Behaviour. These are notorious Facts, done not secretly but openly—
 " taking every possible Advantage of the Inhabitants of *Sagadahoc* and *Kennebeck*—

“ *Rivers, &c.* Some they threatned to turn out of their Possessions, others they flattered with Promises to warrant their Lands to them: of *some* they procured Money or Securities for it, to quiet them in their Possessions; and *all* they promised to indemnify against all Persons whatever, if they would acknowledge their Title——“ And in short, that *the most shocking Havock and Devastation* was committed on the People's Lands, by those who had been encouraged by the *Plymouth Company.*” —And a great deal more of the like Rant.

But the Improbability of all this appears by what they have said in the same Paragraph, “ That the Proprietors of those Lands, spent their Time and Substance upon the *Plymouth Company's* Agents; and happy was the Man who could soonest ingratiate himself with them—That the Bulk of the People in those Parts received Law from the said Company's Agents—and that they greedily imbibed whatever came from said Agents.” —Is this the Behaviour of Men, who have been threatned to be turned out of their Possessions, who have had Money extorted from them, who have had their Lands wasted and destroyed, who have had every possible Advantage taken against them? Is this the Behaviour of Men towards those who have been the Instruments of such Cruelty to them; the Instruments of such *shocking Havock and Devastation*? The bare Question carries along with it a Refutation of the Scandal?—Sorry we are for their own Sakes, that these Gentlemen give themselves such a Latitude of Speech, that they indulge such a Disposition to Scandal, tho' at the same Time we cannot help Laughing at their Inconsistency.—The Truth is (and it is easily collected from their Representation of the Case thus placed in its proper Light) that the People at the Eastward had a good Opinion of the *Plymouth Company's* Title; and knowing their own Tenure precarious 'till confirmed by the said Company, voluntarily applied to them for a Confirmation.

Having thus represented the *Plymouth Company* guilty of these unwarrantable Proceedings, and every Body else sitting still, “ At length the *Brunswick Proprietors* being Owners (say they) of a large Tract of Land took the Alarm; and being possessed of more Papers which relate to the Eastern Titles than perhaps any other Company, resolved to publish something to give the People an Idea of the *Plymouth Company's* Title.” And so go on giving Reasons why they published their Plan and Extracts from the 4th to the 6th Page; wherein are only two Things observable. The first is “ their Opinion that the Reason we decry Indian Deeds so much, is from a Perswasion of the Insufficiency of our own. If we had any Opinion of them, they ask, why we did not produce them, before the honourable Committee of both Houses, who are appointed to examine by what Title any of the English hold Lands of the Indians above *Richmond.*” —As to Indian Deeds, we never did decry them in the Gross; tho' we have always decried theirs, and such as theirs, and always shall; but no Body but the *Brunswick Proprietors* can think that a Reason why we should look on our own as insufficient. As to their Insinuation, that we did not produce our Indian Deeds before the honourable Committee, it is false; and we wish they did not know it to be so at the Time of their Writing.

The second Thing observable is, "That some, they say, who hold under their Claim, are in a fair Way to establish it without their Assistance, and would have done it e're now, if the *Plymouth Company* had dared to have come to a Trial."

How fair a Way they are in to establish their Title we don't know; but this we know, that they fail'd in their first Attempt; and we have Reason to think their future Attempts will succeed no better. They might have flourished upon this Head, and ask'd, why we abated the Writ brought against us, and did not suffer the Action to be tried upon the Merits of the Case? This Question has been put by others, and for their Satisfaction we say in Answer: That if the Action had been tried, and had gone against the Plaintiffs, it would not have been decisive, for being unqualified, and having no Right to bring the Action, its going against them could be no Bar to their renewing or bringing again the same Action, when they were qualified: Therefore the *Plymouth Company* abated the Writ, and by that Means saved the Expences of two or three Courts, whose Judgment in the Case would not have been decisive, nor answer'd the Purpose of the *Plymouth Company*, even tho' it had been in their Favour. This was the Reason why the *Plymouth Company* did not suffer the Action to come to a Trial, and not because they were fearful of the Consequences of a Trial. As to the Action now depending, we Doubt not the Issue of it will be agreeable to the Expectation of the *Plymouth Company*. "We covet no Person's Lands; all we desire is to hold our own, and that we will endeavour to do against the most daring Attempts of the boldest Invaders, even against the"——*Brunswick Proprietors*.

They have said nothing to the Purpose, 'till they come to the 6th Page: But before we reply, we shall endeavour to analyse their Performance (which is no easy Task, as it is so diffused and incoherent) that the whole of what they have attempted may appear at one View.

I. They endeavour to show "that the *Plymouth Company's* Patent-Tract begins at the Mouth of *Cobbiseconte*, and extends up the River *Kennebeck* to the Falls at *Negumkike* where it terminates." As from the 6th to the 13th Page, which is by Way of Answer to our Remarks on their first Extract.

II. They acknowledge the Propriety of our Remarks on their 2d & 3d Extracts, but object to the Validity of our Indian Deeds: As in the 13th & 14th Pages.

III. They own our Remarks on their 4th Extract to be just: but make some little Observations on the Consideration Money of our Purchase, and some great ones on that of their own. As from the 14th to the 16th Page.

IV. They own also that our Remarks on their 5th Extract are just, but object (as above) to the Validity of our Indian Deeds: As in the 16th & 17th Pages.

V. They reply to our Remarks on their Plan, and to the Attestations of Messieurs *Temple* and *Johnston*. As from the 18th to the 25th Page.

VI. They endeavour to ascertain where the Falls at *Negumkike* are, as from the 25th to the 27th Page.

VII. They endeavour to prove that the lower Part of *Kennebeck River*, viz. that Part which lies between *Merry-Meeting* and the Sea, is called *Sagadahoc River*; as from the 27th to the 30th Page. And,

VIII.

VIII. They endeavour to prove that the Laws which we have produced respecting Purchases from the *Indians*, except that of 13th of *Will. III.* are impertinent to the Purpose for which we produced them, as in the 30th & 31st Pages.

It would have been more natural for the 6th & 7th Articles to have come directly after the *first* : But as they have thought otherwise, we shall reply to them in the Order they stand here.

I. That the *Plymouth Company's* Patent-Tract begins at the Mouth of *Cobbiscontee*, and extends up the River *Kennebeck* to the Falls at *Negumkike*, where it terminates. In Order to this they observe " That the *apparent Obscurity* in the Patent arises, partly from its being incumbered with many Synonymies, and partly from some doubtful Expressions, doubtful they mean to those only who design to take some Advantage of them."

As to the Synonymies, whether an Incumbrance to the Patent, or not, is immaterial, the Sense being equally clear with or without them. — The doubtful Expressions they take Notice of, are those that follow, viz. *utmost Limits* — *which* — *towards the Western Ocean*. Their Criticism on the two former is not only very dull, but very impertinent; for they were not led to it by any Thing in our Remarks. Being sensible of the Impertinence of it, to excuse themselves (they say) in a Marginal Note " That there had been handed about a Manuscript call'd *The State of the Case relating to the Kennebeck Propriety*, from which they have taken the Explanation of *utmost Limits*, and the Word *which* abovementioned." *The State of the Case* refer'd to was drawn at the Request of a Gentleman who did not then belong to the *Plymouth Company*, and the Explanation in it (which was according to the Opinion of the Gentleman who drew it) whether true or false, is no more the *Plymouth Company's* Explanation, than that which has been given by the *Brunswick Proprietors* : So that the Charge of Impertinence still remains against them. The only Reason, we believe why they quoted said *State* was, that they might have an Opportunity of shewing their Reading about the Origin of Rivers; which they first trace from Springs thro' Brooks and Rivulets; and then through Rivulets and Brooks up to Springs. We recommend to them in their next Performance to enquire whence Springs originate, and then perhaps we may have the Origin of Rivers compleat.

Their Skill at Criticism appears by what they have said on the first doubtful Expression *utmost Limits*. " We are well aware (say they) that the *Plymouth Company* have been taught that the Words *utmost Limits* when speaking of a River, mean it's remotest Part, it's Source : But pray tell us, how comes it's remotest Part to mean it's Source? May not it's Mouth consider'd as Relative to it's Source, be with equal Propriety call'd it's remotest Part; as it's Source consider'd with Relation to it's Mouth be call'd it's remotest Part? Certainly it may. We mention this to shew, that this concludes as strongly against their Supposition as for it; and therefore there is nothing at all in it."

Having thus clearly shewn that the Words *utmost Limits* when speaking of a River may mean not only it's Mouth, but Source also; they offer a Reason why the same Words must mean a River's Mouth, and not it's Source : " What can be more consistent than this ! And the Reason is, " because the Mouth of a River is

" always

“ always more obvious than it's Source.”— Suppose we should say, on the contrary, that the utmost Limits or remotest Part of a River means it's Source or Head, and give this as a Reason, “ *because the Mouth of a River is more obvious, or is generally better known than it's Source* ; we apprehend the Reason would be good, for the utmost Limits or the remotest Part of a River is generally understood as Relative to that Part most obvious or best known, which in the Case before us is acknowledged to be the Mouth of the River : So that the Reason they offer concludes directly against them. A notable Collection this of Inconsistence and Contradiction ! Then they go on to give a Reason why the Mouth of a River is always more obvious than its Source ; “ for the Source is very often concealed, because “ generally speaking Rivers originate from Springs, and a Multitude of these uniting form themselves into Brooks, these Brooks into Rivulets, and these last into “ a River ; or thus follow the Course of a River from it's Mouth upwards, and it “ divides itself into Rivulets, pursue these, and they branch out into Brooks, and “ these again, and you'll find they resolve themselves into Springs.” To this Account we would add, that Springs are supplied by condensed Vapours ; and the Source of these is the Ocean : from whence we will bring an Argument in our own Favour, which every Body but the *Brunswick* Proprietors will have a Right to laugh at ; but they with no Modesty can. *viz.* The utmost Limits of a River mean it's Source ; it's Source turns out to be the Ocean : Therefore *utmost Limits* in our Patent mean the Ocean.— And thus we have the Ocean for one of our Boundaries. This Argument is *ad Hominem*, or upon their own Principles, and is nothing more than a wretched Quibble upon the Word *Source*, which they ought to be ashamed of. Upon the whole therefore, “ it follows, that it is much more “ probable to suppose that *utmost Limits* when speaking of a River, must mean “ *not it's Mouth, but it's Source*” or Head.

The next doubtful Expression they take Notice of is the Word *which*, immediately following *Cobbiseconte*. That the Reader may see its Connection, we will recite the Description of the Patent Tract, *viz.* “ All that Tract of Land or Part “ of *New-England*, which lieth within or between and extendeth itself from the “ utmost Limits of *Cobbiseconte* which adjoineth the River *Kennebeck* towards the “ Western Ocean, and a Place called the *Falls* at *Negumkike*, and the Space of “ fifteen English Miles on each Side of the said River *Kennebeck*, and all the said “ River *Kennebeck* which lies within the said Limits & Bounds, and all Lands, &c. “ within the said Limits and Bounds or either of them, together with free Ingress, “ Egress and Regress, with Ships, Boats, &c. from the Sea commonly called the “ Western Ocean to the said River *Kennebeck*, and from the said River to the said “ Western Ocean.”

“ The Word *which* (say they) immediately follows *Cobbiseconte*, in this Manner, “ *the utmost Limits of Cobbiseconte which*”— Nothing can be more plain than “ that this Word is a relative Term, and must refer to some Antecedent ; but “ *they have been instructed* that it refers to the *Tract of Land* and not to *Cobbiseconte* “ as it's Antecedent. We are ashamed to descend to such *Puerilities*, and nothing “ could constrain us to it but the *Plymouth Company's* being so puerile ; a School-

" Boy but just enter'd into his Accidence, would be *soundly and deservedly whipped*,
 " should he blunder at this Rate."

Be it known to these *Pedagogues* (for they talk like such) that the *Plymouth Company* have given no such Explanation of the Word *which*, whatever their Instructor may have done. Upon him therefore their Charge of Puerilities & Blundering, which deserve a sound Whipping, rests. One would not expect that those who charge others with Blundering, should themselves blunder at this Rate. — With Respect to our Instructor (as they are pleas'd to call him) he is a Gentleman of such Reputation and Ability, that every one who knows him either Personally or by Report, would vote *them a sound Whipping* for their unmannerly Reflection upon him; for upon him only it rests. — He had very good Reason to suppose that the Term *which* refer'd to the *Traet of Land* and not to *Cobbiseconte-River*; for the Words connected with it are more properly applicable to Land than to a River, especially the Ends of a River, viz. "*which adjoineth the River Kennebeck.*" It would be quite an unusual Expression to say (for Example) "*the Mouth of the River Cobbiseconte which adjoineth the River Kennebeck.*" But it is usual and extremely proper to say "*a Traet of Land which adjoineth.*" — Here is nothing Puerile in this; and the *Brunswick Proprietors*, if they had not been meer School-Boys (tho' they assume the Character of School-Masters) might have seen it.

" The next Words (say they) which offer themselves are these, namely (*Towards the Western Ocean*) which we will endeavour to explain and ascertain the Sense of, and that with all possible *Conciseness*."

In order to be *concise* they recite several long Grants in which the Word *towards* is several Times mentioned, as *towards the North*; — *towards the East* &c. and with great Acuteness collect from them that "*towards the North, signifies Northwards; towards the East, Eastwards,*" and therefore that "*towards the Western Ocean* (mentioned in the *Plymouth Patent* signifies *Western-Ocean-ward*." For (say they) " the Diction or Mode of Expression in the Grant to *Beauchamp & Leverett* is the same with that in the Grant or Patent for the old Colony; and since it was their Design to grant them to the Sea, they (*the Council at Plymouth*) bound them upon it *towards the East, or Eastwardly*: In like Manner in the Grant to the old Colony of *Plymouth*, of the said Colony, *towards the North* signifies *Northwardly*; and since their professed Design was to bound said Colony upon the Sea or *Western Ocean*, they are not at a Loss for clear Expressions to this Purpose, but directly, plainly, and without any the least Obscurity, bound them upon the great *Western Ocean, towards the East or Eastward*, not towards the *Western Ocean*. And it is a Supposition next to impossible, that in a few Lines after when they come to the *Kennebeck Grant*, they should be so puzzled as not to be able to find apt Words to give them to the Sea, if they design'd to do it: Could they not with the greatest Ease have cast their Eyes back upon the Grant for the old Colony, and said, *and the great Western Ocean towards the South*. But the Truth of the Case is, they never meant the *Kennebeck Grant* should extend further towards the Sea than the Mouth of *Cobbiseconte*. It follows therefore, by parity of Reason (to confine our selves to the Grant for the old Colony) that since *Conahasset towards the North* means *Conahasset Northward*, or that Co-

"nahasset is their *Northmost* Boundary &c. that *Cobbisecante* towards the
 "Western Ocean, must mean *Cobbisecante Western Ocean-ward* or *Sea-ward*, for
 "that they can approach no nearer the *Western Ocean* or *Sea* than *Cobbisecante*,
 "and consequently *Cobbisecante* is their *lowermost* Boundary, and that they cannot
 "by their Patent extend their Bounds one Inch below it *towards the Ocean*;
 "and consequently it extends up the River *Kennebeck* only. And then the
 "Grant thus *naturally and rationally explained*, without using any Violence, or
 "departing from the common Rules of Construction will stand thus, *viz.* All
 "that Tract of Land which lieth between the *Mouth of Cobbisecante*, which ad-
 "joineth to the River *Kennebeck* *Seaward*, and the *Falls at Neguamkike*, and fifteen
 "English Miles on each Side of the River *Kennebeck*, that lies within the said
 "Limits and Bounds, Eastward, Westward, Northward and Southward.—Can any
 "Thing be more plain and clear? and must not People take *uncommon Pains* to
 "obscure this Grant?"

They have given here an Appearance of Probability that the Expression *to-
 wards the Western Ocean* means *Western Ocean-ward* — not *to the Western Ocean*;
 but it is an Appearance only; for the Design of the *Kennebeck* Grant (which ap-
 pears in the Preamble thereto) manifests the contrary. The said Preamble runs
 thus; "And *for as much* as they have no convenient Place either of *Trading* or
 "FISHING within their own Precincts, whereby (after so long Travel and great
 "Pains) so hopeful a Plantation may subsist, as also that they may be encouraged
 "the better to proceed in so pious a Work, which may especially tend to the
 "Propagation of Religion, and the great Increase of Trade to his Majesty's Realms,
 "and Advancement of the publick Plantation."

The Intent of the Grant (to quote *our Remarks*) appears then to be, to ac-
 commodate the *Plymouth Colony* with a suitable Place for *Trade*, and carrying on the
 FISHERY, and to give them *some Equivalent* for the long Travel and great Pains
 they had been at in making a Settlement, and to encourage them to persevere
 therein: But an Inland Tract, or a Tract which does not include the Sea Coast,
 no Way answers the Design of *Trading*, and *carrying on the Fishery*; and to construe
 the *Plymouth* Grant to convey an Inland Tract *excluding the Sea Coast*, is a Con-
 struction which frustrates the Design of the Grant, and therefore against Reason.
 Besides, it is a Rule in Law "that all Grants must have a favourable Construction;
 and be so construed as to make them operate, if possible, according to the Intent of
 the Parties, especially where that Intent can be collected from the Instruments
 executed by them." It is a Rule also "That Grants shall be taken most strongly
 against the Grantor, and most beneficial to the Grantees." If the Description there-
 fore of the Land granted be any Way dubious or uncertain, so as to admit of
 various Constructions, such Construction shall be received as is most favourable to
 the Grantees, and will render the Intent of the Parties, and the Design of the Grant
 effectual. As therefore the Intent of the *Plymouth* Grantors is fully expressed in
 their Patent, and as Grants are to be construed in a Manner most beneficial to the
 Grantees, the *Plymouth* Grant must operate and be construed accordingly: (That
 is, *it must extend to, and be bounded on, or upon the Western Ocean*.)—It appears
 plainly then what the Intent of the *Plymouth Patent* was, namely to accommodate

the Patentees with a suitable Plate for Trade and carrying on the Fishery; and that that Intent cannot be answer'd, but must be frustrated if the Sea-Coast is not included therein. All they have said to the contrary hereof is intirely groundd upon this unsupported Assertion of their's, viz. "*The Truth of the Case is they (the Council at Plymouth) never meant the Kennebeck-Grant should extend further towards the Sea than the Mouth of Cobbiseconte.*"— This is the very Thing they should have proved; and this they must prove before any one can admit of their Consequences, viz. "*and consequently Cobbiseconte is their lowermost Boundary; and that they cannot by their Patent extend their Bounds one Inch below it towards the Ocean; and consequently that it extends up the River Kennebeck only.*"

Having thus taking for granted what they ought to have proved, they proceed to draw another Consequence, "*And then the Grant thus naturally and rationally explained, without using any Violence, or departing from the common Rules of Construction, will stand thus, viz. All that Tract of Land which lieth between the Mouth of Cobbiseconte (which adjoineth to the River Kennebeck) Seaward, and the Falls at Neguamkike; &c.*"

We would take Notice here, that we have proved above that the Term *utmost Limits of Cobbiseconte*, does not mean *the Mouth of Cobbiseconte*, but it's *Source or Head*; and that those Words of the Grant cannot be explained otherwise, *without using Violence, and departing from the common Rules of Construction*; and accordingly they are reduced to an Absurdity & Contradiction in attempting to explain them otherwise. — Let us substitute then in *their* Description the Expression *Head of Cobbiseconte*, in the Room of *Mouth of Cobbiseconte*, and see how it will run then, viz. "*All that Tract of Land which lieth between the Head of Cobbiseconte (which adjoineth the River Kennebeck) Seaward, and the Falls at Neguamkike.*"— *Head of Cobbiseconte Sea-ward*—Nothing can be more absurd, *for the Head of Cobbiseconte is many Miles further from the Sea, than Neguamkike.*— "*Can any Thing be more plain and clear? And must not these People take uncommon Pains to obscure the Intent and Design of the Plymouth-Grant?*"

They go on and say, "*That the Council never intended to grant them to the Sea, will further appear (it has not appear'd yet) if another Clause in their Kennebeck-Grant be considered, which they have with great Ingenuity omitted; namely, with free Ingress, Egress, and Regress with Ships, Boats &c. from the Sea commonly called the Western Ocean to the said River called Kennebeck, and from the said River to the said Western Ocean.*" "*Is not this marvellous, upon their Supposition, first to grant them a River to the Sea, and then Liberty to enter into it at the Sea, and go up with their Vessels, and then Liberty to go down the same to the Sea?*"

We apprehend there is nothing marvellous in it, when it is considered that it is no unusual Thing for the same or like Expressions to be found in Deeds wherein Rivers and the Lands bordering upon them are described and conveyed: they serve to convey more fully the Intention and Design of the Parties; or (to say the worst) they are like many Expressions in all Deeds, redundant. — We shall give one Instance from our Province Charter, (Page 3.) where a Grant is made of the Province and "*of all Havens Ports Rivers Waters &c. within the Bounds thereof;*

And

And (a few Lines after) free Liberty of Fishing in or within any of the Rivers and Waters within said Bounds."—Here is a Grant of the Rivers and Waters within the Bounds of the Province, and then of a Liberty of Fishing in any of the Rivers and Waters within said Bounds.—“Is it not marvellous (*to Reason in their Manner*) first to grant the Rivers and Waters, and then Liberty to fish in those Rivers and Waters. From hence it follows, that the Rivers and Waters were not granted, but only a Liberty of fishing in them.”—Who does not see that the Liberty of Fishing is superfluous, and only a redundant Expression? And who does not see the Weakness of concluding therefrom that the Rivers and Waters were not granted?—

And now let us ask, Whether it can be imputed to any Thing but their Dulness, (for we will suppose them honest) that they bring this as an Argument why the *Plymouth Council* never intended to grant us to the Sea? The long String of other Consequences tyed to this Clause, only affords a further Confirmation of their Dulness.

They then proceed (having said Nothing to the Purpose for near two Pages) to quote from our Remarks what we have quoted above, viz. “That the Word *towards* (the Western Ocean) is Synonymous or has the same Meaning with *on* or *upon* (the Western Ocean) will appear in this Case at least probable, if the Design and Intent of the Grant be considered: The Preamble to which in the *Plymouth*-Patent runs thus; And for as much as they have no convenient Place either of *Trading* or *Fishing* within their own Precincts (the old Colony of *Plymouth*) whereby after so long Travel and great Pains, so hopeful a Plantation may subsist, &c.”

“It has been fully shewn (say they) by what has been already said, that the Word *towards*, does not signify that their Course from *Cobbisecante* must be down the River *Kennebeck*, but signifies only that *Cobbisecante* is their extreme Boundary next the Sea, or that they could proceed no farther than *Cobbisecante* towards the Sea; which makes it altogether unnecessary to take any Notice of what they say concerning it's being Synonymous to *on* or *upon*, neither will the Preamble to their *Kennebeck*-Grant serve to support this Supposition.”

We have proved (above) the Reverse of what they here declare; and therefore it will be absolutely necessary for them to take some Notice of what we said concerning the Word *towards* “that it has the same Meaning in this Case with the Word *on* or *upon*.” But let us examine their Reason, why the Preamble to the *Kennebeck*-Grant will not serve to support this Supposition. The Reason is, “because in the Preamble 'tis said, “For as much as, they have no convenient Place either of *Trading* or *Fishing* within their own Precincts, “the Grantors accordingly proceed to make them some Compensation for this Deficiency; and to this End they grant them, all that Tract of Land from *Cobbisecante* to *Negumkike*, &c. One would think this Grant full large enough to accommodate them with a trading Place; for the Trade with the Indians

“ was design’d, as appears from this Consideration, that *Plymouth* was as good
 “ a Sea-Port then as it has been since ; therefore it could not be the Design
 “ of the Grantees to procure a Patent for a Place on *Kennebeck*, to carry on a
 “ foreign Trade.”

We can form a Judgment of the Design of the Grantors or Grantees only from the Grant it self, in which there is no Distinction made either of a Foreign or a Domestick Trade. Trading is mentioned at large, wholly without Limitation : And it is reasonable to think that the Grantees when they were about obtaining the Grant, would endeavour to have it as much without Limitation as possible, both in Regard of Trade and every Thing else. If we allow therefore that *Plymouth* was a good Sea-Port at that Time, (which it was not, if it was no better then, than it is now) it will not from thence follow, that the Grantees would not procure another Sea-Port, and a better Sea-Port, where they might carry on both a Domestick and Foreign Trade, when they had an Opportunity of doing it.—On the contrary *Trading* and *Fishing* (both which the Place granted was to be adapted for) being mentioned together, and *Fishing* naturally introducing a foreign Trade, it is beyond any reasonable Doubt that a foreign Trade (not excluding a Domestick one) was intended.

But let us see what they have to say further on this Head : “ It appears (say they) from a Passage in Governor *Bradford*’s History, as follows, “ July 1627. “ with the Return of the Ships, we send Mr. *Allerton* to *England*,” whose third “ Instruction was “ to get a Patent for a fit trading Place on *Kennebeck*,” and “ assigns the Reason, viz. “ especially since the Planters at *Piscataway* and other “ Places Eastward of them ; as also the *fishing Ships*, envy our trading there, “ and threaten to get a Patent to exclude us ; tho’ we first discover’d and began “ the same, and brought it to so good an Issue.”

This seems to be an unlucky Quotation for them : If they had not assigned the Reason, some Persons might possibly have tho’t, that the fit trading Place which *Allerton* went to *England* to get a Patent for, was a Place fit only for the Indian Trade : This would have been an unnatural Construction ; but there is not the least Room for it, when the Reason why they wanted a Patent is consider’d, viz. “ because the *fishing Ships* envy our trading there, (viz. on *Kennebeck*) “ and threaten to get a Patent to exclude us.”

Why should the *fishing Ships* envy their Trade there, and endeavour to get a Patent to exclude them, if it was a Place where *Ships* could not come. This shews it was a Place fit for a foreign Trade, whatever the Trade was they carried on there.

What they further quote therefore from Governor *Bradford* about their sending a Boat-Load of Corn up *Kennebeck*, and bringing Home in Exchange for it a considerable Quantity of Furs, is nothing to the Purpose.

It appears then from all they have said, that it was a Place suitable to carry on a Foreign Trade, and a Trade with the Natives also.

“ Well,

Well, say the *Plymouth* Company, but how is that Part of the Grant satisfied, that was designed to accommodate us with a Fishery? Such an Inland Tract which does not include the Sea Coast, no Way answers the Design of Trading and carrying on *the Fishery*. It should seem by this that they had not read their own Patent, for but a few Lines further forward are these Words, viz. "With Liberty of Fishing on any Part of the Sea Coast, and Sea Shores of any of the Seas or Islands adjacent." This is over and above their Fishing granted them before. Is not here a Place for Trade, and another for Fishing? Will not this content them? Are they still like *sroward, way-ward Children*? That in their peevish Humours will throw away one Play-Thing that is given them, and be aiming at another out of their Reach? This we apprehend comes up fully to the Point, and that the Design of their *Kennebeck* Grant is intirely satisfied and answer'd, and by no Means frustrated or against Reason.

It is evident that this general Clause "with Liberty of Fishing on any Part of the Sea Coast, &c." is in Reality no Grant at all; for the Grantees had that Liberty in Common with other *English* Subjects before the Patent was given. But supposing it be a Grant, it is such a Grant as no Way comports with the Design of the Patent, which was "to give, grant, bargain, sell, alien, enfeoff, allot, assign and confirm unto the Patentees and their Assigns, a convenient Place for Trade & Fishing." — If to give, grant, &c. a convenient Place for Fishing, means only to grant a Liberty of Fishing, then indeed their Logic may be good: but if the Fee of the Land is granted, and that Land is to be a convenient Place for the Fishery (which no Words can express more fully) then what they have said is nothing at all to the Purpose. And it remains a just Consequence, That the Design and Intent of the *Kennebeck* Grant is unanswer'd and frustrated, if it does not extend down to the Sea; and, that to construe it as not including the Sea Coast is a Construction against Reason.

It remains (say they) to say something to the rest of this Paragraph, which is in the Words following, namely, "Besides it is a Rule in Law that all Grants must have a favourable Construction, and be so construed as to make them operate if possible, according to the Intent of the Parties, especially where that Intent can be collected from the Instruments executed by them." It is a Rule also, "that Grants shall be taken most strongly against the Grantor, and most beneficial to the Grantees." If the Description therefore of the Land granted be any Way dubious or uncertain, so as to admit of various Constructions, such Construction shall be received as is most favourable to the Grantees, and will render the Design of the Grant effectual. As therefore the Intent of the *Plymouth* Grantors is expressed in their Patent, and as Grants are to be construed most beneficial to the Grantees, the *Plymouth* Grant must operate and be construed accordingly, that is, it must extend so, and be bounded on or upon the *Western Ocean*. — "We (say the *Brunswick* Proprietors) are intirely of their Opinion, that the Intent of the *Plymouth* Grantors is fully expressed in their Patent; namely, to grant them a convenient Place for Trading and Fishing, which they have done, as has been demonstrated above. And that there is nothing in Reality so dubious or uncertain in the Description of the Land, but what will admit of a very easy, natural, and rational Construction, we have also shown: unless what is artfully made so, by

" then

“ them who design to take Advantage of such Uncertainty, by Virtue of *their*
 “ Rules before mentioned, which we say must be bad ones, because it’s in the Power
 “ of any Grantees whatsoever, to make a Grant dubious and uncertain, and to
 “ give it various Constructions, and always will be until there is nothing ambi-
 “ guous or equivocal in Language; that is, until it be absolutely perfect, all Men’s
 “ Understandings on a Level, and they in their Commerce one with another up-
 “ right and disinterested, and until then, it will be in the Power of every Man
 “ who is weak or wicked enough, with a small Share of Artifice, to give various
 “ Constructions to any Words or Writing whatsoever, which is largely exemplified
 “ in the *Plymouth Company’s* Remarks. We think enough has been said to evince
 “ that these Rules cannot be good ones, and that on the Supposition they are ever
 “ so good, they cannot take Place in the Case now under Consideration, and therefore,
 “ that their said Grant upon Kennebeck River cannot extend to the Western Ocean.”

We have seen above what their *Demonstration* has amounted to; and how easy, natural and rational a Construction they have given of the *Plymouth* Grant. Their *Demonstration* is nothing more than Begging of the Question; and their Construction forced, unnatural and absurd.—As to the Rules of Law above-mentioned, they have very modestly given their Opinion of them, that they are bad Rules; but why are they bad? “Because (say they) it’s in the Power of any Grantees
 “ whatsoever, to make a Grant dubious and uncertain by Virtue of those Rules.”
 —Let us repeat those Rules and try if we can draw this Consequence from them.

1st. “All Grants must have a favourable Construction, and be so construed as to make them operate if possible according to the Intent of the Parties, especially where that Intent can be collected from the Instruments executed by them.”—Does it from hence follow that it is in the Power of any Grantees whatsoever to make a Grant dubious and uncertain?—The 2d Rule is, “That Grants shall be taken most strongly against the Grantor, and most beneficial to the Grantee.”—Does it from hence follow, that any Grantee can make a Grant dubious and uncertain; and therefore that the Rules are bad. Whatever the Rules may be, ’tis plain their Reasoning from them, is bad? We believe we can give a better Reason why they would have them thought bad, namely “because it does not suit their Turn that they should be thought good Rules.”—They do not pretend to dispute, whether those Rules are really *Rules of Law*; and if they did, the Consequence would be just the same; for they are not to be the Judges of the Law: and it is well they are not, for they are not Judges of Law.

But (say they) “on the Supposition they are ever so good they cannot take Place in the Case now under Consideration.”—This is *gratis dictum*: They have not said one Word to support this Assertion; and therefore their Consequence from it, viz. “That our Kennebeck Grant cannot extend to the Ocean,” must fall to the Ground.—These Rules then turn out to be Rules of Law, and good Rules; and as the *Brunswick* Proprietors have said nothing to disprove the Justness of the Consequence we have collected from them, it will still appear that the Consequence is just; and we doubt not every unprejudiced Reader will judge it really so.
 “As therefore (to repeat it) the Intent of the *Plymouth* Grantors is fully expressed in their Patent, namely, to grant a suitable Place for Trading and carrying on the
 Fishery;

Fishery; and as Grants are to be construed in a Manner most beneficial to the Grantees, the Plymouth Grant must operate and be construed accordingly. That is, it must extend to, and be bounded on or upon the Western Ocean."

II. They acknowledge the Propriety of our Remarks on their 2d & 3d Extract, but object to the Validity of our Indian Deeds.

In our Remarks, we recited their 2d Extract, which is from an Indian Deed to the *Plymouth Colony*, dated August 8. 1648, "conveying all the Lands on both Sides of the River *Kennebeck* from *Cushenoc* upwards to *Wesserunsett*. This Tract we took Notice includes that which *Sir Byby Lake &c.* claim above *Negumkike Falls*, (as they lay it down in their Plan) by Virtue of an Indian Deed to *Christopher Lawson*, dated May 24th 1653, near five Years after the Indian Deed to the *Colony of Plymouth* was dated. They acknowledge that the *Plymouth Colony* Deed is prior to *Lawson's*, but "being notably deficient in every Thing that is of the Essence of a proper Conveyance, *Lawson's* (which is executed &c. with all the usual and proper Solemnities) notwithstanding it is of a later Date than the other, will, they say, take Place of it." With Respect to the *Colony Deed*, it is as perfect and as well wrote as any Deeds of that Time, and nothing inferior to *Lawson's*, (being executed &c. with all the usual and proper Solemnities) and its Priority in Point of Time (which is acknowledged) will render it prior in all Respects to *Lawson's*. We do not here mention the Laws of the *Colony* respecting Purchases from the *Indians*, but shall take Notice of them under the 8th Article, which will easily settle the Dispute. and determine it in our Favour, even if the *Colony Deed* be deficient in every Thing that is of the Essence of a proper Conveyance.

We remark'd under said Extract, that "they had not mark'd for very good Reasons where *Wesserunsett* is; for they know, that as *Wesserunsett* is within ten Miles of *Norridgewalk Town*, this *Plymouth Indian Tract* must not only include the whole of *Sir Byby's*, but a much larger; for *Wesserunsett* is many Miles above the upper and *Cushenoc* many Miles below the lower Limits of *Sir Byby's* said Tract". They say in Answer: "Our not knowing where *Wesserunsett* is, we tho't one of the best of Reasons we could have for not marking it in our Plan, tho' they assert so confidently, that we do know it to be within ten Miles of *Norridgewalk Town*." They only insinuate here, but do not say positively, that they did not know where *Wesserunsett* is; and if they had said so, we should have had some Doubt about it, for they have seen the Affidavit of Mr. *Joseph Bane*, (and perhaps have got a Copy of it) about the Situation of *Wesserunsett*; in which he mentions it "as being a Branch of *Kennebeck-River* on the East Side of said River near to old *Norridgewalk*." Which Affidavit proves, that as *Wesserunsett* is within a less Distance than ten Miles of *Norridgewalk*, the said *Indian Tract* includes not only the whole of *Lawson's*, but a much larger; and proves also, as they have seen it, and have a Copy of it, that they knew (notwithstanding their Insinuation to the contrary) the Situation of *Wesserunsett*. The Reason they have offer'd therefore is so far from being one of the best of Reasons, that it is no Reason at all, why they did not mark *Wesserunsett* on their Plan: but the true and only Reason was, because they knew that every Body immediately on comparing their Plan and Extracts together, would see what they wanted to conceal, that *Lawson's* said Tract was wholly included in ours.

On their third Extract, which is from an Indian Deed to the *Plymouth Colony*, dated *September 10th 1653*, conveying all that Tract of Land from *Cobbiseconte* to a Place called *Ufferunfett* or *Wesserunfett*; we remark'd, "That this Indian Deed, "so far as it relates to the Lands lying between *Cobbiseconte* and *Negumkikee-Falls*, "does not interfere with *Lawson's* Deed, and so gives a good Conveyance of those "Lands, notwithstanding *Lawson's* Deed is prior thereto." They say in Answer hereto, That "they were guilty of a Mistake, in calling this a Deed; for it is "nothing more than an Indian Certificate, without Date. The *Colony of Ply-* "mouth don't presume to call it any Thing more than a *Writing*, and instead of "its being dated *Sept. 10. 1653*, it is minuted on the Top, "a *Writing* appoint- "ed to be recorded the 10th of *September 1653*," which we thro' a Mistake "took for the Date of it."—If this Deed be without Date, we cannot conceive how any Deed can have a Date; for in the very first Line is the Date of it, viz. *Sept. 10. 1653*, and there is no Minute at all on the Top of it, of it's being a *Writing appointed to be Recorded Sept. 10. 1653*. So that it is not deficient with Regard to it's Date. The only Reason then remaining why it cannot be called a Deed is, "because the *Plymouth Colony* have call'd it a *Writing*." This seems to be of the same Tenor with many of their other Reasons, and will doubtless induce their Readers to think, that they have been much conversant with Mathematical Demonstrations. We shall only say, that this is as good a Deed with Regard to the Clerkship of it, as any Indian Deed that *Lawson* or the *Brunswick Proprietors* may be possessed of; and in all other Respects preferable. "But (to use their "Words) since no one controverts the *Plymouth Company's* Title to the Lands be- "tween *Cobbiseconte* and *Negumkikee-Falls*, we shall say no more on this Head."

III. They own our Remarks on their 4th Extract to be just; but make some little Observations on the Consideration Money of our Purchase; and some great ones on that of *their own*; as from the 14th to the 16th Page.

In our Remarks we recited their fourth Extract, "which is from the *Plymouth Colony Deed to Antipas Boies and others* (whose Successors are now called the *Plymouth Company*) dated *October 27. 1661*, which conveys to them the same Tract of "Land as is described in their Extract from the *Plymouth Patent*. As ALSO all "the Lands from *Cushenoc* upwards to *Wesserunfett* bought by us of *Monquime* alias "Nattabanda; as appears by a Deed dated *August 8. 1648*, and consented unto "by *Essemenosque, Adago Domago and Tassauck*, Chief Men of the Place and Pro- "prieters thereof."

In their Note under this Extract they insinuated that the *Patent Land*, and that which is conveyed by the *Indians* are one and the same: On which we remark'd, "That such an Insinuation reflected upon their Understanding or Honesty; and "that they either did not understand English, or misrepresented the Meaning of "it: for the Term As ALSO being a discriminating Term, plainly distinguished "the Land described in the *Patent* from the Land described in the *Indian Deed* &c." To this they reply: "We think the utter Uncertainty of the Situation of "that Place called *Wesserunfett*, will justify us with the Candid and Judicious: "and we beg to know, since it does not appear where *Wesserunfett* is, and since it "seems

“ seems to have been the Design of the Owners of the *Patent Tract* to corroborate
 “ their Title to said Tract with the Right of the *Natives*, why we might not *rationaly*
 “ *Conjecture* that this Place might be the same with *Negumkikee*. Wherefore we
 “ shall take the Liberty to differ from them, and say, that it is no Reflection ei-
 “ ther upon our Understanding or Honesty.”—As to the Situation of *Wesserunsett*,
 we have proved above by the Affidavit of Mr. *Bane*, that it is within a less Distance
 than ten Miles of *Norridgewalk*; and this Affidavit they knew, and had a Copy of.
 The Situation of it therefore was not utterly uncertain; and their knowing it is a
 Reason why the Candid & Judicious will not justify them. As to their *Conjecture*
 that this Place might be the same with *Negumkikee*, it is quite irrational: for if it
 is the same with *Negumkikee*, the last described Tract is included in that first de-
 scribed; and in that Case there is no Propriety in the Term *Also*, which
 makes the last described Tract distinct from the first. We had Reason then to
 say, that they either did not understand English, or misrepresented the Meaning
 of it; and they are so far from proving the contrary, that they now seem char-
 geable with both.

We come now to their Observations on the Consideration Money of our Pur-
 chase, and *their own*. “ One Thing (say they) we would mention, and that is the
 “ Consideration of *their Grant* which they say was no less than *four Hundred*
 “ *Pounds Sterling*. Is this such a mighty Sum to brag of? In 1669, they leased
 “ the Trade with the Natives and Trading House for about *Forty Pounds Sterling*,
 “ which was ten per Cent. for their Money; which shews that they had it at
 “ ten Years Purchase, and was an exceeding good Bargain.—However good the
 Bargain might be, the *Colony of Plymouth* were glad to get rid of it; for tho’ the
 Trade brought them an annual Income, it was so often interrupted by Hostilities
 committed by the *Indians*, and by that Means was so precarious, that they did not
 think it worth prosecuting, and accordingly sold the whole of their Interest on
Kennebeck River to *Boies & Company*. If it had been worth to them *Forty Pounds*
Sterling communibus Annis, they would never have sold it to *Boies* for *Four Hundred*
Pounds: They knew better (unless we are to suppose them Fools) than to part
 with so valuable an Interest at that Rate. They had had a great many Years Ex-
 perience of the Worth of it, and found that *Four Hundred Pounds Sterling* was a
 full Equivalent; which is abundantly manifest from their united Ratification in 1662,
 of the Sale which they made in 1661, *vid.* Extracts annex’d to the printed *Patent*,
Page 18.—The Goodness of *Boies’s* Bargain then, cannot be infer’d from his
 Leasing the Premises for *Forty Pounds Sterling* for one Year, because for the same
 Reason that they were not worth so much (*communibus Annis*) to the *Colony of Ply-*
mouth, they could not be worth so much to *Boies*. It is very likely *Boies & Com-*
pany, might think they had an Equivalent for their Money, but the Event turns
 out otherwise, for it does not appear that they or their Successors have reaped any
 Advantage comparable with the Sum their Purchase Money amounts to, which
 calculated at six per Cent. yearly, comes to *Ninety Thousand Pounds Sterling*; which
 is much more than the *Pejepscot* Lands, and one Half of the pretended Owners
 of them are worth together, with all they have laid out upon them. Now has
 “ They say further, “ We don’t hear them boast of any Sums expended in im-
 “ proving

“ proving the Lands, and endeavouring to bring on any Settlement : The Reason is plain, they never settled, nor endeavoured to settle, a single Family, nor so much as a single Person, any where within their Claim, but only at their Trading House at *Cusbenoc*.”

Boasting is an Imperfection which weak Minds are most subject to : and we are content that the *Brunswick Proprietors* should possess it unrival'd. Tho' we do not *boast* of any Sums expended in improving the Lands, and endeavouring to bring on Settlements, yet the Lands have been improved, and Settlements made under the Protection and by the Encouragement of the *Colony of Plymouth* ; for all the Inhabitants of *Kennebeck River* were within the Jurisdiction of *Plymouth*, and had a Government among themselves in Consequence thereof dependent on the Government of *Plymouth*, to which they were all obliged to take an Oath of Fidelity ; which was the Condition of their being allowed to be Inhabitants there. They sold their Lands therefore under the *Colony of Plymouth* ; and consequently all the Improvements & Settlements made upon them, were made under the *Colony of Plymouth*. It is a Mistake therefore in the *Brunswick Proprietors* to say, that not a single Family, nor so much as a single Person, was settled by or under the *Plymouth Colony* any where within their Claim, except at their Trading House at *Cusbenoc*. The present Possessors of these Lands, so far as they are Descendants from those who held under the *Plymouth Colony*, now hold under us as the Assigns of the said *Colony* : and most of the Families which they *boast* to have placed on them, acknowledge us as such, and find themselves happy and secure in so doing.

We shall next consider *their* Purchase Money, and the great Sums which they *boast* they have expended in the Improvement and Settlement of what they call *their* Lands. *Their* Purchase Money was *One Hundred and forty Pounds New-England Currency*, in the Year 1714, which was then equal to *Seventy Pounds Sterling*. The Tract they have purchased, as it is described in their Deed, is 70 or 80 Miles long, and perhaps 10 or 12 Miles wide, taking one Part with another ; and, if the Title had been good and indisputable, must have been worth, and without Doubt would have fetch'd, a vastly greater Sum than that. The Purchasers knew they should loose but a Trifle if the Title was good for nothing ; and tho' there was a Chance of making something of it, if they could patch it up ; which accordingly they have since endeavour'd to do as well as they could. We shall only observe upon it, they have shewn a good Judgment in not giving more. But (such is the Weakness of human Nature) tho' they have shewn a good Judgment in that Regard, they betray a want of Judgment in their Expences upon the said Land ; for they say they have expended in improving and settling it, no less a Sum than *Forty Thousand Pounds old Tenor*. This is a Sum worth bragging about, tho' it be at the Expence of their Judgment : What a poor Pittance does our *Four Hundred Pounds Sterling* dwindle to, when compared with it ! It is a Pity they did not let us know how this Sum arises : if they had, perhaps we should have found (notwithstanding they say it was expended to the aforesaid Purposes) that the whole or the greatest Part of it was applied to carry on an ill-concerted and worse executed *Fishing Scheme*, whereby several of their Company almost ruin'd themselves. If this be the Case, (which is extremely probable) it would not

“ add

add to their Merit, if instead of *Forty Thousand Pounds*, they had expended or lost *forty Million*: tho' it would prove they did not understand what they were about.

To swell the Sum still larger they say, "That Major *Clarke* and Capt. *Lake*, (who by the Way were not of the *Pejepscot* Company) have expended upon "*Sagadahock* and *Kennebeck* Rivers in order to settle the Lands and improve them, "upwards of *Twenty Thousand Pounds Sterling*."—Whether this Sum exceeds the Truth or not, we neither know nor care: but this we know, that those Gentlemen lost a considerable Part of their Estate, when the Indians attack'd *Arrowick* in the Year 1676, where their Estate principally was; and carried off with them a great Quantity of *European* and other Goods, to a great Value, after burning their Fort, Dwelling-Houses and Stores, and destroying every Thing which would not answer their Purposes. This without Doubt comes into the Account, and makes Part, if not the whole of the *Twenty Thousand Pounds*; but it is no Proof that that Sum was expended upon *Sagadahock* and *Kennebeck* Rivers, in order to settle and improve the Lands. They have no Reason then to vapour about what they have expended upon their Settlements; for what they lost was in prosecuting an idle Scheme; and what *Clarke* and *Lake* lost, was by an unhappy Accident. It is very likely that the *Two Thousand Pounds Sterling*; which they say Sir *Byby* *Lake* expended, may on Examination, be accounted for in the same Way.

IV. They own also our Remarks on their 5th Extract to be just, but object (as in the 2d Article) to the Validity of our Indian Deeds. As in the 16th & 17th Page.

In our Remarks we recited their fifth Extract, "which is from an Indian Deed to *Boies & Company*, dated *July 8. 1665*, explaining (they say) and confirming "the Bounds of the Deed from the *Plymouth Colony* to said *Boies &c.* and conveying "All the Lands upon both Sides of *Kennebeck* River, from the lower "End of *Cobbiseconte* to the upper Side of *Wesserunssett*." On this we remark'd, that "here is a plain Acknowledgement that the said Company's Tract bounds "on the upper Side of *Wesserunssett*, and consequently they implicitly give up Sir "Byby's Pretensions to all Lands between *Cobbiseconte* and *Wesserunssett*."—In "Answer to this they say, "And suppose the Case that we do implicitly give up "Sir Byby's Pretensions to these Lands, what is this to the Purpose? We have "no Authority to do it. But they must produce some more forcible Evidence than "what they have produced that *Wesserunssett* is where they have placed it, before "we or any one else can be perswaded to give Credit to it."—For their Satisfaction we have produced an Evidence above (which they are no Strangers to) that *Wesserunssett* is within ten Miles of *Norridgewack*: the Situation of which being no longer uncertain, it is plain they give up Sir *Byby's* Pretensions to those Lands, which tho' they have no Authority for it, is very much to the Purpose, as it is the Acknowledgement of an Adversary whose Interest and Inclination leads him to take every possible Advantage of us.—"Besides (say they) the Indian Deed "to *Lawson* for the Lands above *Negumkike Falls* which bears Date *May 24. 1653*, "must evidently have the Advantage of their Indian Deed of *July 8. 1665*, in "Point of Priority: and their procuring this last mentioned Deed, affords the "strongest Evidence, that they look'd upon their former Indian Deeds materially defective, as in Reality they are."—*Boies &c.* procured this Deed of

1665, from the Indians, and gave something in Consideration of it, in order to keep on good Terms with them; which was much better than to challenge those Lands by Virtue of former Deeds, and by that Means to run the Risque of displeasing them, which might end in an open Quarrel with them; the Consequences of which they had formerly experienced to their Cost. This was the Inducement.—It cannot be infer'd then from their procuring the Deed of 1665, that they look'd upon their former Indian Deeds materially defective, as (we have shewn) in Reality they are not; which former Deeds being prior to *Lawson's* and to that of *Lake* and *Spencer's* (which they take Notice of in the Margin) must take Place of both. Their Observation therefore “that the said Deed of 1665, cannot in the least avail us, because one of the Indians who signed it parted with said Lands twelve Years before to *Lawson*,” is extremely impertinent.

They have the Modesty here to acknowledge a Mistake: They acknowledge also that the Deed to *Lawson* (whose Cause they have espoused) could no Way prejudice *Boies's* Title, if the *Plymouth Colony* had a good Right to convey: But their Right extended they say, only from *Cobbisecante* to the *Falls of Negumkike*, which they think they have abundantly demonstrated.—To this we shall only say (to use their Words in a like Case) “That we don't think ourselves under any Obligation to confute this Absurdity, as often as they think proper to repeat it, and therefore refer the Reader to what has been said, and will be said relating to it.”

They go on to say, that *Boies* and Company did not rely upon the Patent Right, and give this as the Reason, “because if they had, they would not have procured the Indian Deed of 1665, beginning where the Patent Tract began, namely at *Cobbisecante*.”—They have offer'd the same Reason above, to prove that *Boies* and Company look'd upon their former Indian Deeds as defective; and therefore the same Answer given in that Case will serve in this, namely, that *Boies* and Company tho't it better to procure the Deed of 1665, and give the Indians something in Consideration of it, than to hazard a Quarrel by asserting the Right in the Premises, by Virtue of the Patent and former Indian Deeds.

V. They reply to our Remarks on their Plan, and to the Attestations of Messieurs *Temple* and *Johnston*, as from the 18th to the 25th Page.

In our Remarks we took Notice that they called their printed Plan “a true Copy from an ancient Plan of *E. Hutchinson, Esq; Heath's, Jones's* and *North's* Surveys,” and observed that “they only could conceive how a Plan taken from four other Plans which disagree, could be called a true Copy, or in any Sense a Copy from them.”

To this they Answer, “That it was entirely beside their Intention to have it tho't that these Plans were intirely copied in their Plan, but only that every Thing material in their said Plan is to be found in one or another of the four Plans above mentioned.”

We believe it was their Intention to have it thought not only that every Thing material in their Plan is to be found in one or other of the Plans aforesaid, but also that they had inserted every Thing material therein. But it is manifest that *Negumkike-Falls* in their Plan are not to be found in any of the Plans abovementioned, except

except *North's* (which is of no Authority with them) wherein said Falls are found twenty Miles lower down *Kennebeck River* than in *their Plan*; and it is equally manifest that they have not inserted *Wesserunsick* in their Plan, which is one of the Boundaries of the *Plymouth Company's Land*. These are material Things — The first they insert without any Authority from the forementioned Plans, which they pretend to copy from; and the last they have omitted, because they know their Artifice and unjust Representations would otherwise be detected.

As to the Plan of *E. Hutchinson, Esq;* said to be an ancient one, we remark'd, on the contrary, "that it was a modern one, and very erroneous, &c." and to prove it so, we produced the Declarations of *Robert Temple, Esq;* and Mr. *Thomas Johnston*; from which they have taken Occasion to use those Gentlemen very ill. Capt. *Temple* had modestly declared, "That at his first coming into New-England, he had the Pleasure of being acquainted with the Hon. Col. *Edward Hutchinson*, lately deceas'd, from whom about that Time he had a Plan of *Kennebeck River*, which he told him was of his *Father's* drawing, and which he took a Copy of; but on being better acquainted with *Kennebeck River*, he found the Plan erroneous and not to be depended on." — To this they Answer, "That Mr. *Temple's* first coming into New-England ought not to be number'd among the most remarkable *Aeras*; for which Reason it would have been better for him to have said when that was; and if the Gentleman had declared more particularly how he came acquainted with Col. *Hutchinson*, and to what End Col. *Hutchinson* let him have this Plan, it might possibly cast some Light on the Affair. He further Swears, say they, he took a Copy of said Plan — on which there are scarcely any Names of the Places therein which are in the Original, and there is *Temple-Bar* wrote on a Place which makes the Eastermost Part of the *Chops of Merry-Meeting Bay*, on this said to be a Copy of, which is not to be found in the Original. Further, this Gentleman may possibly be able to assign some Reason why the Place aforesaid is called *Temple-Bar*, that the World, in general have not hitherto been acquainted with. To that Part of his Testimony wherein he says, upon his being better acquainted with *Kennebeck River*, he found said Plan erroneous, and not to be depended on; We would say it is reported, that he tho't it a very just and true Representation of the *Plymouth Company's Patent-Tract*, and of the Lands below *Cobbiseconte* belonging to the late Col. *Hutchinson*, &c. and that it was not immediately on his being better acquainted with *Kennebeck River* that he alter'd his Mind; and that this is not a meer Report, will appear from the Attestation of *Jonathan Philbrook*, and *Jonathan Prebble*: wherein they declare, that being with Capt. *Temple* about the Year 1743. about the Purchase of some Eastern Lands, he shew'd them a Plan describing the *Plymouth Purchase*, and pointed out to them *Cobbiseconte* in said Plan to be the Southern Bounds of said Patent, and told them, that Col. *Hutchinson* owned the Lands below *Cobbiseconte*."

To this Capt. *Temple* reply's in a Letter to a Gentleman of the *Plymouth Company*, viz. *Charlestown*,

Charlestown, April 17. 1758.

S I R,

YOU may remember how loth I was to say any Thing respecting Col. *Hutchinson's* Plan; supposing it immaterial to the Issue of the Controversy, whether it was an ancient or modern one. And altho' the Author of what is call'd *An Answer to the Remarks of the Plymouth Company*, acknowledges every Thing of Moment in my Affidavit (as in his 23d Page will appear) yet he is pleas'd in his 20th Page to treat me very indecently, as well as impertinently, which notwithstanding, could not have provok'd me to have wrote a Line in Answer to him, was I not persuaded that his Inuendoes respecting my first coming into this Country, and the Manner of my becoming acquainted with Col. *Hutchinson*, might insinuate to some of his Readers, as tho' I had intruded, or not so properly come by the Honour which that Gentleman did me in his Acquaintance; and puts me now under a Necessity of troubling you *first* with the Manner of my coming into *New-England*, and how I came by the Honour of my Acquaintance with Col. *Hutchinson*, and other Gentlemen. And *secondly*, how I came by the ancient Plan, so called, and how the *Chops of Merry Meeting Bay* came to be called *Temple-Bar*: which the said Author presumes may give great Light unto the dark Affairs in Controversy, between the *Plymouth* Propriety and their Opponents. This I hope will prove an Apology for my taking so much of Your's, or any Gentleman's Time in what I am oblig'd to say for Answer.

In September 1717. I contracted with Capt. *James Luxmore* of *Topsham*, to bring me, my Servants, and what little Effects I had, to *Boston*; his Vessel then lying in *Plymouth*, where lived an Uncle of mine, one Mr. *Nathanael White*, a Merchant, and an old Inhabitant of that Town; who told me he was acquainted with several *New-England* Gentlemen, to whom he would recommend me, as they might be of Service to me by their Advice, especially in my Settlement as a Farmer, and taking up a Tract of Land in that Country; and when it pleas'd GOD that I arrived at *Boston*, I waited on the Gentlemen, and deliver'd my Uncle's Letters, as directed; viz. To *Jonathan Belcher*, Esq; *Thomas Hutchinson*, Esq; Col. *Edward Hutchinson*, *Daniel Oliver*, and *William Welsted*, Esqrs; *Abiel Walley*, Esq; Mr. *Pepperrell* of *Kittery*, &c. I was received with great Friendship by every one of these Gentlemen, whom I found to be Men of Worth and Character in this Place: I was often invited to their Houses, which were always open to me, and they were kind enough to grant me their Countenance and Advice upon all Occasions, and continued to do me these Honours to the very last.—The next Thing in Order to give a further Light to this Man of Darkness, is how I came by the ancient Plan, and how the East Side of the *Chops of Merry-Meeting Bay* came to be called *Temple-Bar*; in order to which I would observe, that my Eye was always towards a good Tract of Land, as well as a convenient Place for Navigation; and having taken my first Journey into *Connecticut* Government, where I was very friendly received by several Gentlemen in those Parts, from the kind Recommendation of Mr. *Belcher* and Mr. *Walley*; after returning to *Boston*, I was resolved to see the *Eastern* Country also, before I should determine where to begin my Settlement; and then I was recommended by Capt. *Thomas Hutchinson*, to the *Pejepscot Company*, viz. the Hon. Col. *Winthrop*,

Winthrop, *Dr. Noyes*, and *Col. Minot*, then ready to sail in a Sloop bound to *Kennebeck*; in the Passage thither and at the Eastward, I contracted a very agreeable Acquaintance with those worthy Gentlemen, which also continued during their Lives; they were also kind enough to shew me what they call'd *Col. Hutchinson's* and *Sir Byby Lake's* Land, on the East Side of *Kennebeck*, which then pleas'd me much better than those on the West Side; accordingly on my Return to *Boston*, I waited on *Col. Hutchinson*, and having communicated to him my Mind respecting his Interest at *Kennebeck*; he not only permitted, but invited me to be concern'd with him, *Sir Byby Lake*, and his other Partners, in the Settlement of those Lands, in order to which I was concern'd that Year in chartering two large Ships, and the next Year in chartering three more Ships to bring Families from *Ireland* to carry on the Settlement: In Consequence of which several Hundred People were landed in *Kennebeck River*, some of which or their Descendants, are Inhabitants there to this Day; but the greatest Part remov'd to *Pennsylvania*, and a considerable Part to *Londonderry*, for Fear of the Indians, who were very Troublesome at that Time; after I had settled some Families on the East Side of *Merry-Meeting Bay*, (to which Place we gave the Name of *Cork*) *Col. Hutchinson* was pleas'd to give me a Deed for 1000 Acres of Land at the *Crops of Merry-Meeting Bay*, where I first landed a large Number of those Families; and *Col. Winthrop* (not I) gave that Place the Name of *Temple Bar*; about this Time it was that I had the ancient Plan from *Col. Hutchinson*, of which I got a true Copy taken; as will appear upon Examination of all the Lines, &c.—As to *Prebble* and *Philbrook's* Affidavit, the Author might have saved himself and others that Trouble, for it is several Years since 1743. that I read the Charter to the Colony of *Plymouth*, and the several other Papers relating to the *Kennebeck Propriety*, which open'd my Eyes as to the Prejudices I lay under respecting *Indian* Titles; and I was so open with *Col. Hutchinson* in that Matter, that *Col. Brattle* and I, waited on him with those Papers, who received us with his usual Courtesy, and shew'd us his *Indian* Deeds, with whom we left our Papers, for his Perusal and copying: I must acknowledge, till of late Years I tho't those *Indian* Deeds might be of some Consequence, not having seen the particular *Laws* against purchasing from the *Natives*, nor the *Plymouth Patent*; which are Things that will always speak for themselves (notwithstanding all the Efforts of this Author) who endeavours to pervert both.—As it is the Business of the *Kennebeck Proprietors* to defend their Claim, I shall leave it wholly with them: In the mean Time, I may venture to tell them, he has done their Cause no more Damage than he has done my Character; altho' 'tis plain he aim'd at both.”

Sir, Yours, &c.

Robert Temple.

In the next Place, they cite *Mr. Johnston's* Testimony, which they say they find in many Particulars very exceptionable: They take Notice of some of them; “For Example, say they, after he has said, that *Messieurs Gibbs, Noyes & Skinner*, agreed with him &c. he says, that they order'd him to leave out some Part of “*Jones's* Plan; this they utterly deny; tho' upon Supposition they did, they ap-

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“prehend Mr. *Johnston* has treated them with the greatest Unfairness, because
 “by his expressing himself in such general Terms, he has put it out of their
 “Power to justify themselves, and the World is left to think the worst &c.”
 Here is a Fact which Mr. *Johnston* affirms, and has sworn to, and they deny :
 Mr. *Johnston* being a Person disinterested in the Event of this Controversy, no pro-
 bable Reason can be assigned why he should swear an Untruth ; and therefore we
 may go upon the Supposition, that they did order him to leave out some Part
 of *Jones's* Plan : Now *Jones's* Plan was taken by actual Survey, and may well be
 presumed to be right, 'till the contrary appears. What therefore could induce
 them to give such Orders, unless it was that some essential Part might be left out
 of their Plan ? This is a natural Construction, whether the World may think
 it the worst or not.

They go on to say, “Tho' we have some Hopes Mr. *Johnston* had no bad De-
 sign in this, yet many Times they are over-balanced by our Fears that he had &c.”
 Mr. *Johnston* is a reputable Man, and tho' they endeavour to represent him as one
 of bad Design, he will appear so to no Body but themselves, 'till he has done
 something to intitle him to that Character more than appears in this Declaration
 of his.—They then acknowledge all the Errors which Mr. *Johnston* has pointed
 out in the ancient Plan, so called, or the Disagreements between that and the
 Surveys, and only observe, “That it would have done as well barely to have de-
 clared these Things without Swearing.” Then say they, “Mr. *Johnston* goes on
 “and swears, how this ancient Plan appears to him, namely that it appears to him
 “to be done by an incorrect Hand, not having any Scale, Name of any Person
 “or Date, and in short, to be but an imaginary Thing.” “It may have been
 “done by an incorrect Hand (they say) and be but an imaginary Thing, but how
 “this can appear from its being without any Scale &c. we confess is above our
 “Comprehension.”—They seem here to know very little about Plans, and what is
 essential to make them of any Authority, and have in this Instance at least but a
 very narrow *Comprehension* ; for they cannot enumerate any more obvious Marks
 of their Incorrectness, and their being but imaginary Things, than those above-
 mentioned.—Mr. *Johnston* says further, “That sundry Names of Places in said
 “ancient Plan, so called, appear to be a Writing of a later Date, and by another
 “Hand than first drew the Plan.”—To this they say, “We declare we cannot
 “help concluding that the whole of the Writing on said Plan was done by one
 “and the same Hand, tho' perhaps with different Pens, and possibly at different
 “Times ; and this is founded upon the greatest imaginable Uniformity and Simi-
 “litude in the Writing on every Part of said Plan.”—Here is an Acknowledge-
 ment of Part of Mr. *Johnston's* Declaration, “That [some of the Writing is of a
 later Date ;” and with Regard to the other Part, “done by another Hand than
 first drew the Plan ;” we have only their Judgment opposed to his ; which in this
 Case must be suspected of Partiality, as they are interested Persons.

They go on to say, “One of the *Brunswick Proprietors* declares, that has di-
 “vers Times enquired of the late Col. *Hutchinson* concerning this Plan, in parti-
 “cular who drew it, and the Time when it was drawn ; and he constantly affirm-
 “ed he did not know who drew it, nor when it was drawn &c. but that he believed

“upon

“ upon comparing the Writing upon said Plan with his Father's Writing, that
 “ was his Hand; and it is very possible that a Declaration of this Kind might
 “ occasion Mr. Temple to suppose Col. Hutchinson said it was of his Father's draw-
 “ ing, especially considering the Distance of Time between this Account of Col.
 “ Hutchinson's to Capt. Temple, and Capt. Temple's Account in his Attestation.”

Here it is highly probable from the Declaration of this *Brunswick Proprietor*,
 that Col. Hutchinson's Father drew said Plan, which is so far a Confirmation of
 Capt. Temple's Testimony; and, if we may suppose it very possible that this Gentle-
 man's Memory has often deceived him, amounts nearly to a full Confirmation of it.

Having thus explicitly and implicitly acknowledged every Thing material in
 Capt. Temple's and Mr. Johnston's Testimonies, they endeavour to prove the An-
 tiquity of Col. Hutchinson's Plan. They ask, “ Does it appear not to be an anti-
 “ ent Plan, because it appears to Mr. Johnston to be done by an *incorrect Hand* ?
 “ This, say they, is rather an Argument that it is an ancient Plan; neither does it's
 “ not having any Scale, Name of any Person or Date, conclude any stronger a-
 “ gainst it's Antiquity: but we imagine that these on the contrary, are at least
 “ very probable Arguments of it's Antiquity; for it is well known that in anti-
 “ ent Times, we had no Person that could take Surveys with so much Accuracy
 “ as some among us do now a Days.”

Here is a plain Acknowledgement that said Plan is inaccurate, and done by an
 incorrect Hand; and from hence they infer it's Antiquity; because in ancient
 Times we had no Persons that could take Surveys &c.— It appears above, that
 Col. Hutchinson's Father drew this Plan, who, they would insinuate, was an in-
 correct Hand, and could not take Surveys accurately. Now supposing this the
 Case (which very consistently with themselves they have given Reason to suppose)
 does it from thence follow, that he lived in ancient Times, or that the said Plan
 of his drawing is an ancient Plan? This is Logic of their own.

Now they promise us Demonstration: “ We shall produce, say they, one Argu-
 “ ment of its Antiquity, which we think will convince any unbiass'd Judgment,
 “ which is this, *viz.* Upon the Face of the Plan in several Places are found these
 “ Words, *viz.* “ *This Tract belongs to Major Thomas Clarke and the Heirs of Capt.*
 “ *Thomas Lake.*” By this it is evident, that said Plan was in Being in the Life-
 “ time of Major Clarke, and after the Death of Capt. Lake. Now Capt. Lake
 “ was killed by the Indians in the Year 1676, at *Arrowick*, and Major Clarke
 “ survived him but three or four Years at furthest: so that upon Supposition, this
 “ was wrote on said Plan but just before Major Clarke's Death, it must be near
 “ fourscore Years old: and if this will not give it a just Claim to Antiquity, we
 “ think nothing can.”

What they rely upon here is the Words “ *This Tract belongs to Major Clarke.*”
 It is no uncommon Thing to observe Inaccuracies of this Sort; there are many
 Instances of Papers, Plans, &c. being wrote on in the like Manner, when the
 Persons to whom they are said to belong had been dead many Years before such
 Writing. There is no great Stress then to be laid upon this, especially since we
 have seen above that the Plan on which the Words are wrote was done by an in-
 correct Hand; from whence it is natural to collect, that the Words themselves,
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if done by the same, were done by an incorrect Hand also. — Besides, it is not impossible to suppose that those Words have been writ within these few Years, to give the Appearance of Antiquity to the Plan; especially as it has been in the Possession of such as are very anxious it should appear an ancient Plan: accordingly they don't pretend to say that said Words *were really* writ before Major Clarke's Death, but only "*upon Supposition they were writ before his Death, said Plan must be near fourscore Years old.*" — Here is their Demonstration, which amounts at last only to a Supposition. — If this can give their Plan a just Claim to Antiquity, we think any Thing or Nothing can.

Now we would ask why they labour so much to prove the Antiquity of this Plan, when they have been forced to acknowledge it an incorrect, false, erroneous Plan? Do they think Antiquity can legitimate and alter the Nature of Error? or that Error and Falshood can be any Thing besides Error and Falshood, though as old as the Creation?

They go on and say, "We will mention one Thing more, which adds very much to the Credit of this ancient Plan, which is this, it was taken at a Time when there was no Controversy about the Lands in those Parts, which cannot be said of Capt. North's Plan." — If they mean that there was no Controversy about these Lands fourscore Years ago (for we don't know when this Plan was delineated) they are greatly mistaken; for about that Time *Richard Wharton* (whom the *Brunswick Proprietors* hold under) and several Years before *Christopher Lawson* (whose Cause they now defend) were in Controversy with the *Plymouth Colony* and their Descendants about the same Land, which is now controverted. This therefore is an Argument in their own Opinion, against the Credit of this ancient Plan. — So much for their ancient Plan.

With Respect to their printed Plan, we took Notice in our Remarks that it "differ'd from the Surveys abovementioned in every Thing that is material to ascertain the Boundaries of the *Plymouth Claim*, and *Sir Byby Lake's*;" and shew'd in some Particulars. To this they say "We have shewn above that there are no Disagreements between the Plan and Surveys that can vitiate the Plan; which makes it needless to say any Thing more in this Place relating thereto." We also are content to refer to what has been already said on this Subject.

VI. They endeavour to ascertain where the Falls are which are called the *Falls at Negumkike*; as from the 25th to the 27th Page.

"There are two Places (they observe) upon *Kennebeck River*, one of which is about four Miles below *Cobbiseconte* on the East Side of *Kennebeck*, and called *Nabumkee*;" the other about 15 or 16 Miles above *Cobbiseconte* called *Negumkike*: "In order to serve their Purpose from this Similitude in the Names of this uppermost and lowermost Place, they have endeavoured to confound them, and to make the Place below *Cobbiseconte* the Place mentioned in their Patent, because they think this will favour their going down the River." —

As to the first mentioned Place below *Cobbiseconte*, called here *Nabumkee*, both Parties are agreed: This Place (at which are Falls) is mentioned in *Col. Hutchinson's Plan*, and in all the Surveys. In *Col. Hutchinson's Plan* it is called *Nebumke*; in *Heath's* and *Jones's* Surveys *Neumkegg*, and in *North's Survey* *Negumkike*

kike or *Nebumkee*; and in their printed Plan *Nabumkee*.—As to the last mentioned Place said to be 15 or 16 Miles above *Cobbiseconte*, which they call *Negumkike*, the Parties are not agreed. We have all along supposed there was no such Place, and they peremptorily affirm there is. But let us see the Evidence they have produced. It is as follows, viz.

“*Joseph Bane*, Resident at *St. George's Fort*, aged 76 Years, testifieth, that about
“the Year 1692 I was taken Captive by the *Indians*, and remained Captive with
“them about seven Years and ten Months, and learned their Language, and
“travelled about with them in *Kennebeck*, and very well remember the said River,
“and the small Rivulets that run into said River, and in particular a small Ri-
“vulet or River called *Cobbiseconte*, that runs into said River which is about 40
“or 50 Miles from the Sea; also there is a Place called *Negumkike* on the East
“Side of said River, about 15 or 16 Miles up the River from *Cobbiseconte*, near
“which is some Falls; also about Mid-way between *Cobbiseconte* and *Negumkike* is
“a Place called *Cushenock*, where was the Remains of a House: And further, that
“*Cobbiseconte* is about twelve Miles above *Richmond-Fort*; also on the East Side of
“*Kennebeck River* is a Place called *Nebumkee*, about four Miles down the River be-
“low *Cobbiseconte*, and that *Nebumkee* and *Negumkike* are two distinct Places, about
“twenty Miles distant from each other, *Nebumkee* below *Cobbiseconte*, and *Negum-*
“*kike* is above *Cobbiseconte*, which several Places were constantly so called by the
“Indians.”

Mr. *Bane* says, “There is a Place called *Negumkike* on the East Side of *Kennebeck*,
“about 15 or 16 Miles up the River from *Cobbiseconte*, NEAR WHICH IS
“SOME FALLS—Also on the East Side of *Kennebeck River* is a Place called
“*Nebumkee*, about four Miles down the River below *Cobbiseconte*, and that *Ne-*
“*bumkee* and *Negumkike* are two distinct Places, about twenty Miles distant from
“each other, which several Places were constantly so called by the Indians.”

We had never met with any Evidence to prove that there was such a Place as *Negumkike* above *Cobbiseconte*, till the *Brunswick* Proprietors produced this of Mr. *Bane's*; for none of the Surveys take the least Notice of it, which is a very extraordinary Circumstance, as it was the Business and professed Design of those who took them to note down every Place: If it had been omitted by one only, it would have been natural to conclude, that the Place was but little known; but being omitted by all, it seems likely that it should not be known at all, and consequently that it could not be distinguish'd by any Name. It cannot be said that the Place had nothing remarkable in it, and therefore might be easily overlooked, for it must be a Place AT WHICH ARE FALLS (than which nothing can be more remarkable in a River) to make it answer to the Place mentioned in the *Plymouth* Patent: but Mr. *Bane* only says NEAR WHICH IS SOME FALLS. This is a material Difference; especially as we are left to guess the Distance of these Falls from *Negumkike*. People's Notions of Distance differ greatly in different Places: in large Places closely settled, those only are called near who live within the Distance of a few Rods; but in the Country it is no uncommon Thing to hear those called near who live at several Miles Distance. It is utterly uncertain then, what he means when he says, “near which are some Falls;” whether it be that they are within a

few Rods, on a few Miles of *Negumkike*; tho' the latter is most likely; for if they had been within a few Rods, we should undoubtedly have seen it inserted. But however this be, it is plain this cannot be the Place intended in the *Plymouth Patent*, which is there called *the Falls AT Negumkike*.— We shall relate here some Part of the Conversation which passed between Mr. *Bane*, and those who obtained the foregoing Deposition of him, &c. as we have it from one who was present; he was asked, "What Sort of a Place *Negumkike* was;" he answer'd, "A small still dead River." "Are there any Falls there?" Ans. No. — Are there not some Falls near there? Ans. I think I remember some, but can't say at what Distance. "But you can say near which is some Falls." Ans. I think I can." And accordingly it was put down so. — This is the Substance of the Conversation about *Negumkike Falls*; by which it appears, that Mr. *Bane* remember'd that there were no Falls there, and was dubious whether there were any near there. It is not to be wonder'd at that he was doubtful about these Falls, for in Fact there are none at this *Negumkike* (so called) nor any near it. The nearest thereto, are *Toconock Falls*, which by their printed Plan are eight or ten Miles above this Place: And between *Toconock* and our *Negumkike* or *Nebumkeeg* (below *Cobbiseconte*) are no Falls at all. — It is possible then that Mr. *Bane* might have *Toconock Falls* in his Mind, when he gave his Deposition: and it is not only possible, but probable, considering it was near Sixty Years since he was taken Captive, and was acquainted with those Places, and therefore may well be supposed not to remember perfectly their Situation and Distance from each other, especially considering too, he was then of an Age, which did not much incline him to make critical Observations. Let Mr. *Bane's* Evidence go then as far it can, it can only prove that there was a Place 60 Years above *Cobbiseconte*, which the Indians called *Negumkike*, or some Name similar thereto: but it is very far from proving that this Place was intended in the *Plymouth Patent*.

To the same Purpose they produce "several Examples, and the first (say they) shall be from an Indian Deed to *Lawson*, &c. dated May 24. 1653. viz. All that Land lying and being on both Sides of the River *Kennebeck*, as followeth, namely, from the lower End of a certain Place called by the Name of *Neguamkelt*, which is a little below some Islands that are in the River, and so going up the River four Miles above the Falls of *Toconock*, &c. (with the like Privileges as we formerly granted to *Christopher Lawson*, of the Land about *Neaumpee*, as by our Deed of Sale appears.") — Here is mention made of *Neguamkelt* and *Neaumpee*, but not of *Negumkike*; and here is no Circumstance to shew that *Negumkike* is the same Place with either of them: So there may possibly be three different Places of similar Names. The only Criterion must be the Falls: either of these Places (if there be more than one) at which are Falls, is the Place intended in the Patent. This must be determined by Evidence; a Plenitude of which we shall presently produce.

"The next (say they) shall be from an Account relating to the Eastern Parts, said to be wrote by *Sylvanus Davis*, formerly one of the Councillors of this Province, &c. viz. January 1629. *William Bradford*, and his Associates, procure a Grant from the Council of *Plymouth*, for Lands beginning at *Caberseconte*, extending

“tending Northward, to the Falls of *Negumkee*, which is more than 16 Miles up
 “*Kennebeck River*, and in Breadth 15 Miles on both Sides *Kennebeck River*”

This Account is (as we suppose) a Manuscript only, and in their Possession, and they only have the Liberty of quoting from it: they can quote it therefore, or not quote it, just as they please, without the Hazard of being detected: Before they could reasonably have expected that *this Account* should be look'd on as circumstantial Evidence, they should have made it appear, that there really was such an *Account*; that it was written by a Man of Probity, and that they had made a right Quotation from it: but all this we are to take their bare Word for, which in this Case at least, it can be no Affront to them to say, is of no Weight at all. — But supposing all this be granted, nothing more can be collected from it than this, that *Sylvanus Davis* was of the Opinion that the said Grant extended from *Cabersseconte Northward to the Falls of Negumkee*: but his Opinion can be of no more Weight now, than the same Opinion of the *Brunswick* Proprietors fifty Years hence, for in his Days there was as great a Contest about these Lands as now; and he was directly or remotely concerned in it, being a Factor to Mr. *Lake*, who with others, contrary to the Laws of the Colony of *Plymouth*, had got Indian Deeds of some of said Lands. — This Opinion of *Davis's*, insignificant at best, dwindles down to Nothing, when it is consider'd that there are no Falls between *Cobbiseconte* and *Tocconock*; which last is near ten Miles above *his Negumkee*.

“The next (say they) shall be from a Deed to a Gentleman in 1719. from one
 “of the *Plymouth* Company, for Lands in the *Plymouth Purchase* at *Kennebeck*,
 “wherein describing the Patent-Tract, are these Words, viz. “situate, lying and
 “being on *Kennebeck River*, and each Side thereof, beginning Southerly where the
 “River *Cobbiseconte*, alias *Camaseconte*, runs into *Kennebeck*, and up the said River
 “unto the Falls at *Neguambeck*, and 15 Miles on both Sides of the River, with
 “the said River and Profits in said Limits” — Who the Parties mentioned in this Deed are, we know not, and they have not thought proper (perhaps for very good Reasons) to tell us: But whoever they are, we are persuaded they never saw the *Plymouth* Patent, and knew but very little about the Description of the Tract granted by it; for otherwise they could not (in a moral Sense) have described the Patent Tract, in the Manner they have. There is so little Similitude in the Descriptions of one and the other, that no Body besides the *Brunswick* Proprietors, and those who are interested, would take them to refer to the same Land; as in Fact they do not. As to the Falls at *Neguambeck* they will never be found up *Kennebeck River* 15 Miles above *Cobbiseconte*; and therefore tho' every Individual of the *Plymouth* Company should give Deeds of the foregoing Tenor, they would no more prove that there were any such Falls above *Cobbiseconte*, than they would prove that the said Company had the Power of Creation: for such a Power must first be exerted, before any such Falls can exist.

It is not to be wonder'd at, that the Parties to the Deed abovementioned, never saw the *Plymouth* Patent, and knew but little of the Description of the Tract granted by it; for the said Patent and many of the Papers relating thereto, that could any Way serve to elucidate it, have been for many Years industriously conceal'd: which also is the Reason that the greatest Part of the *Plymouth* Company knew nothing of

the Patent, and but little of the Land granted by it, and were so long inactive about it.

With Respect to the Patent, it was concealed for a great Number of Years, and no longer ago than the Year 1741, by Accident discover'd, as appears by the following Testimony of the Hon. *Samuel Welles, Esq; viz.*

"I *Samuel Welles* of *Boston*, in *New-England*, declare and testify, that soon after my being a Member of the General-Court in the Year 1727. great Enquiry was made after the Patent of the late Colony of *Plymouth*, but in vain, and divers Times afterwards in the Controversy with *Rhode-Island* in the Year 1733. & 1739. (in both which Years I was appointed, by the General Court of the Province of the *Massachusetts-Bay*, with others, to transact and manage on their Behalf) the *Plymouth Patent* was very earnestly sought after, but could not be found, and it was concluded it was utterly lost, or industriously concealed. But in the Year 1741, when with others, I was again appointed to act for the Province in the Controversy with *Rhode-Island*, before the Court of Commissioners at *Providence*; a Sight of the Original Patent to *Plymouth*, was judged absolutely necessary for the Court, and accordingly great Search was made over again at *Plymouth*, at *Ipswich* and *Cambridge*, it being said that President *Leavitt* had it once in Possession, but to no Purpose; and the Agents for the Province had almost given over; but from some Discourse repeated, which had passed many Years before, it was thought best to enquire farther, and *Perez Bradford, Esq;* was desired to do it, and with much Difficulty, as he told the Agents, he procured it, as being designedly concealed."

Samuel Welles.
Suffolk, ff. Boston, April 6th 1753.

Samuel Welles personally appearing, made Oath to the Truth of the foregoing Declaration by him subscribed: Taken in Perpetuam Rei Memoriam,

Before Us, *Edward Winslow,* Just. Pacis,
William Stoddard, Quorum Unus.

This designed Concealment has been a great Disadvantage to the *Plymouth Company*, but a proportionable Advantage to its Adversaries; and, had it continued a few Years longer, might have put it out of the Power of said Company to resume their Right to the granted Tract: which would have minister'd greatly to the Consolation of the *Brunswick Proprietors*, and the other Opponents of the said Company, who in that Case would have possessed unmolested, a fine Country which they had no Manner of Right to.

Having seen what their Evidence amounts to, we shall proceed to prove that there is a Place two or three Miles below *Cobbiseconte* and *Falls there*, called and known by the Name of *Nebumkeeg* or *Negumkike*; and that there are no Falls above *Cobbiseconte* for twenty four Miles; and the same Evidence will make it probable that there is no Place above *Cobbiseconte* called *Negumkike*.

The first Testimony we produce is the above mentioned Mr. *Joseph Bane's*, viz.
"JOSEPH Bane, Resident at *St. George's Fort*, aged Seventy-six Years, testifieth, that about the Year 1692. I was taken Captive by the Indians, and remained a Captive with them about seven Years and ten Months, and learned their Language, and travelled about with them in *Amroscoggin* and *Kennebeck Rivers*, and very

very well remember the said River *Kennebeck* from the Mouth to *Norridgewalk*, and a Place called *Nabumkeeg Brook and Falls*, which is on the East Side of said *Kennebeck* River, about seven Miles above the upper End of an Island in said River *Kennebeck*, commonly called or known by the Name of *Swan Island*, and also a Place or River called or known by the Name of *Cobbiseconte*, which is about ten or twelve Miles above said *Swan Island*, and lying on the West Side of said River aforesaid; and also a Place called by the Indians (as the aforesaid Places were) *Warunskick*, being a Branch of the aforesaid River, being the East Side of said River near to old *Norridgewalk*. And I further testify and say, that I always understood by the Indians and English, that *Kennebeck* River was called *Kennebeck* to the Sea or Ocean, and I understand the Indian Language well, and that the Mouth of *Kennebeck* River is called by the Indians *Sunkadarunk*, which the English call *Sagadebock*, viz. the Mouth of *Kennebeck* River.”

Joseph Bane.

Taken in Perpetuam, &c. Oct. 21. 1752.— The same Joseph Bane which said there was a Place above *Cobbiseconte* called *Negumkike*, near which is some Falls, also says there is a Place called *Nebumkeeg Brook and Fall*, seven Miles above *Swan Island*, or three below *Cobbiseconte*.

The next is Messieurs *Call's* and *Collar's*, viz.

“WE the Subscribers of lawful Age, testifyeth and sayeth, that we have lived in *Kennebeck* River for about twenty Years, and are well acquainted with said River, from the Mouth up to *Toconick* or *Necconnet Falls*, about 36 Miles above *Richmond Fort*, and about 62 Miles from the Mouth of said River *Kennebeck*; and are well acquainted with all the noted Places, Brooks and small Rivers, called by the Indians from said *Richmond Fort* up to said *Toconick Falls*, viz. *Nescumskick* about five Miles above the Fort; *Nebumkeeg* or *Negumkike Falls* about seven Miles distant from said Fort on the East Side of *Kennebeck* River; a small Brook on the East Side about nine Miles distant, the Name unknown to us; *Cobbiseconte* River about ten Miles on the West Side; *Nedomcook* about twelve Miles; *Cushana* about 18 Miles; *Majagamagoosa* 24 Miles; *Sebastocook* 35 Miles; *Toconick* or *Necconnet Falls* about 36 Miles. And we further testify, that we never knew or heard of any Place called by the Indians or English *Nebumkeeg* or *Negumkike Falls*, but the Place above-mentioned, which is on the East Side of *Kennebeck* River, about two or three Miles below *Cobbiseconte* towards *Richmond Fort* on the opposite Side. And we stand ready to give our Testimony to the Truth of the above, before any Authority. Given under our Hands this 2d Day of April 1752.

Philip Call,

Test. Aaron Willard, Jun.

Obadiab Call,

David Joy,

James Collar.

York, ff. May 25. 1753.

Then *Philip Call*, *Obadiab Call*, and *James Collar*, all personally appeared, and being first carefully examined, and cautioned to declare the whole Truth in the Case, made solemn Oath to the Truth of the within Deposition signed by them.

Taken in Perpetuam Rei Memoriam, before Us, Samuel Denny, A Two of his Majesty's Justices, Samuel Moody, J. of the Peace, Quorum Unus.

The

Then next is Mr. *John Herron's*, viz.

John Herron of lawful Age, testifies and says, That he hath lived in *Kennebeck-River* thirty-four Years, or thereabouts, and is well acquainted from the Mouth of said River to *Norridgewalk*, with some of the noted Places and their Names as called by the Indians and English, viz. *Nebumkeeg* or *Negumkike-Falls*, about seven Miles above *Richmond-Fort* on the East Side of said River *Kennebeck*; *Cobbiseconte* River, about ten Miles above said Fort on the West Side of the River; *Squebegan* Falls about one Mile below *Norridgewalk* Town on *Kennebeck-River*. And he further testifies and saith, that he never heard any Indian or English call the above Places by any other Names; and no other Place called *Negumkike* or *Negumkeeg*, but the above. Given under my Hand this 2d Day of April 1752.

John Herron

Taken in Perpetuam May 25. 1753. before Messieurs *Denny & Moody*, Justices Quorum Unus.

The next shall be the Deposition of *Jabez Bradbury*, Esq; Commander of Fort George in *St. George's River*, taken in Perpetuam &c. viz.

Jabez Bradbury of *St. George's River*, Esq; do testify and say, That I went into *Kennebeck-River*, about thirty Years ago, where I liv'd Years, and became well acquainted with said River, &c. I also testify that there is a small River about two or three Miles below *Cobbiseconte*, known by the Name of *Nehumkeeg* or *Nehumkee*, which empties itself into *Kennebeck-River* on the East Side of it; at the Mouth of which small River call'd *Nehumkeeg* or *Negumkike*, where it empties itself into *Kennebeck* are Small-Falls; near which Place I lived and kept a Trading House for some Time: And I never understood by the Indians, or any other Persons, that there was any other River or Falls in *Kennebeck* (than the above mentioned) known by the Name *Nebumkeeg* or *Nebumkee*, or by any Name similar thereto. I also testify that *Richmond-Fort*, (a little above the North End of *Swan-Island*) is about twenty-four or twenty-five Miles up *Kennebeck-River*, from the Mouth of it to the Sea; that *Alexander Brown's* Farm is about six Miles; *Cobbiseconte* about ten Miles, and *Cushenoc* about eighteen Miles above *Richmond-Fort*; and that *Wasserumkeeg* is just below the Great Falls of *Squabegon*, and about ten Miles below *Norridgewalk*; all which Places are in *Kennebeck-River*; and *Richmond Fort*, *Brown's* Farm and *Cobbiseconte* aforesaid, on the West Side of *Kennebeck-River*. I also testify, that I was occasionally talking with *Bombazeen* (one of the Chiefs of the *Norridgewalk* Indians) about one Mile and Half above *Job Lewis*, Esq; his House, (which is on the East Side of *Kennebeck-River* opposite to *Merry-Meeting-Bay*) and said *Bombazeen* told me, that was his Uncle *Baggaduffett's* Place; and that *William Burns*, who then liv'd on that Land was call'd *Baggaduffett*, because he lived on Part of that Land that formerly belong'd to said *Baggaduffett*. I also testify and declare, that I was present when Messieurs *Gibbs* and *Skinner*, were with *Joseph Bane*, about getting his Deposition respecting *Nebumkike* &c. which Deposition was taken before *Jacob Wendell*, Esq; and my self, at *Fort-George* on *St. George's-River*, October 19th 1752. And I remember the Conversation which pass'd, the Substance of which (so far as it related to said Deposition) is as follows, viz.

A Deposition being produc'd by said Gentlemen, it was read to the said Bané, who in the main approv'd of it: Some Enquiries were made of him by some of the Company respecting *Nebumkike*, said to be in the Deposition fifteen or sixteen Miles above *Cobbiseconte*; as, Are there any Falls there? To which he answer'd, *Near to that Place is Falls*; and accordingly it was put down so. I don't undertake to say, that the very Questions and Answers pass'd, or that they were in the Order they stand here; but only that this was the Amount and Sum and Substance of the Conversation relating to *Nebumkike*, so far as I could collect. When this Conversation happened, Mr. Samuel Goodwin was present, with some others.

Jabez Bradbury.

Many other Evidences we have of the same Tenor, which prove that *Nebumkeeg* or *Negumkike Falls* are a little below *Cobbiseconte*, and the Persons who gave them declare therein, they never heard of any such Falls above *Cobbiseconte*: But we shall produce positive Evidences that there are no such Falls above *Cobbiseconte*, viz. Mr. John North, and his Assistants, who have lately been employed in taking a Survey of *Kennebeck* as high up as twenty four Miles above *Cobbiseconte*, viz.

"John North of lawful Age, saith, that he measured *Kennebeck River*, about twenty four Miles above *Cobbiseconte*, and finished said Measure or Survey the 27th Day of April 1753. and saw no Falls in said River of *Kennebeck* for that Distance. There is several small Islands in the above River, and strong Current in some Places above *Cushanna*. Given under my Hand this 12th Day of May 1753."

John North.

We the Subscribers attest to the Truth of the above, being employed to assist in the above Survey.

Jonasham Rand, Jun.

William Jones.

Samuel Marson.

Taken in Perpetuam May 25. 1753. before the Justices aforesaid.

Thus have we abundantly proved that *Negumkike Falls* are a little below *Cobbiseconte*, and that there are no Falls of that Name above *Cobbiseconte*.

The *Brunswick* Proprietors have endeavour'd to confound the Names of Places; and have amused their Readers that there is a Place above *Cobbiseconte* called *Negumkike*, to give some Colour of Ground that the *Plymouth* Grant extends from the Mouth of *Cobbiseconte* up the River only: But we have proved above, that the utmost Limits of *Cobbiseconte* cannot mean the Mouth of *Cobbiseconte*, but the Head of *Cobbiseconte*, and therefore (even on the Supposition there be such a Place as *Negumkike* above *Cobbiseconte*, and Falls there too) that their Construction of the Bounds of said Grant is absurd, ridiculous and non-sensical; and only serves to shew that they have a Disposition to bide the Truth, and enlarge their Possessions at the Expence of the *Plymouth* Company.

VII. They endeavour to prove that the lower Part of *Kennebeck River*, viz. that Part which lies between *Merry-Meeting Bay* and the Sea, is called *Sagadahock River*; as from the 27th to the 30th Page. But,

Before they go upon it, they endeavour to set aside a Piece of Evidence which we produced in our Remarks, to prove that the River between *Merry-Meeting Bay*

and the Sea was called *Kennebeck River* : to prove which we said in our Remarks, " We have many Evidences to produce ; but at present shall content our selves " with one which the *Brünswick Proprietors* will not have the Face to question, viz. " A Deed from *Ephraim Savage*, (Administrator to *Richard Wharton*) to the late " *Thomas Hutchinson*, Esq; and others (whose Successors the *Brünswick Proprietors* are) dated Nov. 5. 1714. in the descriptive Part of which, *Atkins's Bay* is " mentioned as one of their Boundaries, and is expressly said to be in *Kennebeck River* : and the Situation of *Atkins's Bay* is known to be, and by their Plan " they acknowledge it to be a little within the Mouth of the River, on the West " Side of it, not more than a Mile from the Sea. And this Evidence is corroborated by their printed Advertisement, signed by Mr. *Belcher Noyes*, dated Nov. 13. " 1751. in which they mention *Atkins's Bay* to be in *Kennebeck River* ; which sufficiently proves that the Name *Kennebeck* is properly applied to the whole River." — To set this aside they only say, " all that it proves is, that *Ephraim Savage* was mistaken, and that we in describing the *Pejepscot Company's Claim* " as it was described in *Savage's Deed*, did as we ought to do.—

This bears hard upon them, and they have no other Way to get rid of it than saying " that *Savage* was mistaken." But *Savage* was not mistaken, for his Description is copied from the Indian Deed to the aforesaid *Richard Wharton*, dated July 7. 1684. in which, part of the Land conveyed is thus described, viz. " And all the " Lands from *Macquoit* to *Pejepscot*, and to hold the same Breadth where the " Land will bear it down to a Place called *Atkins's Bay* near to *Sagadahoc* on the " Westerly Side of *Kennebeck River*, and all the Islands in *Kennebeck River*, and Land " between said *Atkins's Bay* and *Small Point Harbour*." — Can any Thing show more clearly than this, that the River at *Atkins's Bay*, and between *Atkins's Bay* and *Small Point Harbour*, is called *Kennebeck River* ; and *Small Point* being on the Westerly Side of the Mouth of the River, where it empties itself into the Sea, proves that the River is called *Kennebeck River* down to the Sea ? But perhaps they may tell us that the *Indians* who gave this Deed, and *Wharton* who obtain'd it, were mistaken : But what is it they wont say to answer their Purpose ?

Now let us examine the Evidences they have produced on the other Side of the Question, viz. to prove that the River between *Merry-Meeting Bay* and the Sea is known by the Name of *Sagadahoc*.

The first they produce is " from *Smith's General History of New-England*, printed " 1624. where (Page 203) giving an Account of a Number of Persons who sail'd " from Plymouth in England for New-England, where they arrived in 1606, he " says " they planted themselves at *Sagadahoc*, at the Mouth of a fair navigable " River." — Here is nothing said of *Sagadahoc* being a River ; nor any Name given the fair navigable River, at the Mouth of which, viz. at *Sagadahoc* they planted themselves. This therefore is nothing at all to their Purpose, but serves on the contrary to confirm an Observation we have made in our Remarks " that *Sagadahoc* which is an Indian Word, is generally understood to signify the Mouth of " a River, and as applied to *Kennebeck* means the Mouth of it." We are obliged to them (tho' contrary to their Intention) for furnishing us with this Evidence, which otherwise, 'tis probable, we should have been without. — They proceed " presently " after

“ after in Page 207. he (*Smith*) says, “ as to the Goodness and true Substance of
 “ the Land we are for the most Part ignorant of them, unless it be those Parts
 “ about the Bay of *Chisapeak* and *Sagadaboc*.” which last, say they, is *doubtless* the
 “ same we now call *Merry-Meeting Bay*.”—By the first *Extract* they would have it
 appear that *Sagadaboc* was the Name of a fair navigable River, and by this, that it
 was the Name of a Bay; and if the Name of a Bay, it must DOUBTLESS be the
 same we now call *Merry-Meeting Bay*. But we have shewn that it was not the Name
 of a River; and it is as easy to shew that it was not the Name of a Bay; for
Smith's Words are “ about the Bay of *Chisapeak* and *Sagadaboc* :” if he had in-
 tended that *Sagadaboc* should have been taken for a Bay, he would have said the
 “ Bays of *Chisapeak* and *Sagadahoc* : But he had no such Intention, for he makes
 it to be the Mouth or Land at the Mouth of a fair navigable River. But supposing
 it was the Name of a Bay, how does it appear that it is the same we now call *Merry-
 Meeting Bay* ? Why, because they say “ it *doubtless* is the same.” They have re-
 solved the whole of this Evidence into themselves; they don't doubt that it is so,
 and therefore it is so.

They quote *Smith* further “ he says (Page 208) the Principal Habitation North-
 ward we were at, was *Penobscot*; Southward along the Coast, and up the Rivers
 we found (among others mentioned, say they, that is among other Habitations)
Sagadaboc, *Aumoughcowgen*, and *Kennebecke*; and further (Page 214) *Segocket* is
 the next, then *Nuskoucus*, *Pemaquid* and *Sagadaboc*.” What is all this to the
 Purpose ? These Places are all mentioned only as Habitations.— Then they cite
 this Paragraph “ up this River was the Western Plantation” (Capt. *Pepham's*)
 are *Aumoughcowgen*, *Kennebeck*, and divers others” (Habitations :) Which Para-
 graph by the Sense or Nonsense of it, and by their Manner of Pointing, seems in-
 tirely independent of the foregoing. The foregoing Paragraph ends with *Sagada-
 boc* (by which is intended *Sagadahoc* Habitation) to which they immediately
 subjoin “ up this River, &c.” which has no Manner of Connection with *Sagadaboc*
 (Habitation) and thus with great Ingenuity endeavour to impose upon their Rea-
 ders, and to make them believe that *Sagadaboc* is here called a River; at least that
 so much is implied.— The last Quotation they make from *Smith* is as follows,
 “ and Page 215. mentioning some remarkable Land-Marks, he says, *Sagadaboc*
 “ is know by *Satquin*” which is an Island, say they, we now call *Seguin*.”—It does
 not appear by what they have hitherto quoted, that *Sagadaboc* is any Thing more
 than the Mouth of a River, or a Spot or District of Land (on which a Number of
 Persons planted themselves) at the Mouth of a fair navigable River; which last
 answers to the Representation above; of it's being a Habitation: So that “ *Sagadaboc*
 being known by *Satquin*” means here, either that the Mouth or Entrance of the
 aforesaid navigable River, or that the Habitation called *Sagadaboc*, is known by
Satquin. This is the Amount of *Smith's* Evidence, which we take for granted
 they have cited Right; but whether Right or Wrong, it is no more to their Pur-
 pose than if they had cited the *Alcoran*.

“ The next Authority (say they) we produce, shall be from *Purchase*, publish'd
 “ at London, 1625. where are these Words, viz. “ Three Days Journey from
 “ *Aponeg* to the Westward there is a goodly River, called *Sagadebock*.” And to

prevent all Cavilling there is the following Note in the Margin. "*Sagadehoc*; here Capt. Popham built St. George's Fort and planted."— They do not tell us where *Aponeg* was, nor Capt. Popham's Fort; and so we are left to guess where *Sagadehoc* was: But tho' *Sagadehoc* may appear by this to be a River, it appears by the same that it was *Land* also where Capt. Popham built a Fort and planted? This River may sometimes have been called *Sagadehoc*, from the Name of the Habitation or Territory near the Mouth of it; but we shall presently produce fuller Evidence from the same Writer with Regard to *Kennebeck*, to which we refer.

"The next (say they) is a Grant from K. Charles I. to Sir F. George, dated April 3. 1639. viz. "from Piscataqua Harbour's Mouth North-Eastward along the Sea Coast to *Sagadehock*, and up the River thereof, to *Kennebeck River*."

Sagadehoc is not called a River here; it is only said "to *Sagadehock* and up the River thereof:" On the contrary, this Manner of Expression implies that *Sagadehoc* is a Territory, up the River whereof the said Grant was to extend.

"The next (say they) shall be from the *Massachusetts Charter*, where mentioning the Number of Councillours to be annually chosen, it is said "And one of the Inhabitants of or Proprietors of Land within the Territory, lying between the River of *Sagadehoc*, and *Nova-Scotia*." And further, there is this Clause in said Charter, "from the River of *Sagadehock* to the Gulph of St. Lawrence, &c.

River of Sagadehock: The same Answer serves here as above, viz. that *Sagadehock* is not called a River, and that the Mode of Expression implies it to be a Territory; and in Fact we have seen by the Evidence they have produced above, that it was a Habitation or Territory.

"The next (say they) shall be from an Indian Deed, of a Tract of Land many Miles from the Sea up the River (*what River?*) from *Robin Hood*, to *Brown* and *Bateman*, dated Nov. 1. 1639. in which said Land is bounded on *Sagadehock River*."— It would not have served their Turn to give the Description in this Deed so called, as it stands therein. The whole of this famous Deed (as we are told by a Person who has seen it) is comprised in four or five Lines in these Words, or to this Effect "That *Robin Hood* in Consideration of thirty found Pumpkins, sells all his Land about *Nequasit* to *John Brown* and *Bateman*." And below it is a Certificate dated about forty Years after the Deed, "that said Land is bounded on *Sagadehock*." This is one of their Deeds which they oppose to the *Plymouth Company's* Claim; and is so ridiculous, that it would be ridiculous to take any further Notice of it.— We pass therefore to,

"Another Proof, which (say they) shall be from the Account of *Sylvanus Davis* before mentioned, which we find in these Words, "the Lands on both Sides of *Sagadehock-River* and *Kennebeck-River*, &c." and further, "*Sagadehock-River* is from *Small-Point*, to *Merry-Meeting*, which is about 25 Miles, and at *Merry-Meeting* is the Outlet of a Bay which is five Miles over, into which Bay six Rivers fall, the most considerable of them is in *Kennebeck*, at the Mouth of which is *Swan-Island*, about five Miles long, from the uppermost Point of *Swan-Island* to *Cobbiseconte*, is more than twelve Miles."

We wish we could see this Account of *Davis's*, which as we have said above is a Manuscript in their Possession, which no Body can have Recourse to but themselves;

selves; they can quote it therefore or mis quote it, just as they please, without the Hazard of being detected. But supposing *this Account* genuine, it does not appear that the River between *Merry-Meeting Bay* and the Sea was called *Sagadehock* before *Davis's* Time; but the contrary will manifestly appear after we have produced our Evidence respecting *Kennebeck*; and there is great Reason to suspect that *Davis* might be under some undue Bias in this Affair, being directly or remotely interested; and therefore that his Opinion therein is not to be depended on. But on the Supposition he was under no such Bias, *his Account*, and all their other Evidence, when compared with ours, and weighed therewith in the Ballance, will be found wanting.

“The last Thing (say they) we shall mention, is a Vote of the General Assembly of the Province of Massachusetts-Bay, as follows, “In the House of Representatives, *June 23. 1738. Voted*, “That all the Lands lying and being betwixt *Steven's* River and the River *Sagadehock* on the West, about three Miles in Breadth, and *Parker's* Island on the Easterly Side of the said River of *Sagadehock*, extending three Miles into the Main, with all the Inhabitants thereon, as high up on each Side of the River as the Chops of *Merry-Meeting Bay* so called, or *Temple Bar*, be and hereby are annexed to and accounted as Part and Parcel of *George-Town*, so called, on *Arowsick* Island in *Sagadehock-River*, subject to do Duty, &c.”

The Lands here described lie within the Tract claimed by the *Pejepscot-Company*, and so it may be supposed that the said Company or some of them petitioned the General Court that said Lands might be annexed to *George-Town*.—It is not to be wonder'd at therefore that in their Petition (upon which the Vote passed, and from which said Description was taken) they described those Lands in the Manner above; and this we believe to be the Reason that they have not mentioned the Names of the Persons upon whose Petition the said Vote passed, lest we should know that they were of the *Pejepscot-Company*, or actuated by them. If this be the true State of the Case, the said Lands being so described by the said Company in the Year 1738, can be of no more Authority than their similar Descriptions in the Year 1753.—However that be, we shall presently produce a Vote of the Assembly of the same Province, in Relation to *Kennebeck*, to the Authority of which no Objection can be made: In the mean Time we shall give a Description of Part of the Lands described in the Vote above mentioned, as we find it in a Petition to the General Court presented at the Session in *May* last, and signed by six and forty Persons, viz. *Jonathan Philbrook* and others, who humbly shew, “That they are “Inhabitants of those Lands on *Kennebeck River*, bounded Southerly on *Winnigance* River, Easterly on *Kennebeck*, Westerly on *Stevens's* River, and Northerly “on *Merry-Meeting Bay*, in Length about nine Miles, and in Breadth about three; “which about fourteen Years since were annexed by this Court to *George-Town*, &c.”

Here it is said that these Lands are on *Kennebeck River* nine Miles in Length, viz. from *Winnigance* Southerly, up to *Merry-Meeting Bay* Northerly: And *Winnigance* where it runs into *Kennebeck* is several Miles below the upper or Northerly End of *Arowsick* Island.

Having thus examined their Evidence, and seen the whole Amount of it, we shall now produce our own, which we doubt not, will satisfy every unprejudiced Reader that the River between *Merry-Meeting Bay* and the Sea (which they call *Sagadehock*) is really Part of *Kennebeck River*.

The

The first we shall produce is *Purchase* above-mentioned, printed 1625. who gives an Account of a Voyage to *North-America* undertaken in the Year 1604. wherein it is said (Page 1625) "From *St. Croix* to sixty Leagues forward, the Coast lieth East and West: at the End of which sixty Leagues is a River, called by the *Savages*, *Kenibeki*." In the same Page "In all this Coast so far as *Kenibeki*, there are many Places where Ships may be harboured among the Islands."—(Page 1626) "The River of *Norombega* being passed, *Monfi. de Monts* went still Coasting, until he came to *Kimibeki*, where a River is that may shorten the Way to go to the great River of *Canada*." (same Page) "from *Kimibeki* going further, one findeth the Bay of *Marchin*" (perhaps *Casco-Bay*)—(same Page) "The People that be from *Saint John's River* to *Kimibeki* (wherein are comprised the Rivers of *St. Croix* and *Norombega*) are called *Etechemins*; and from *Kimibeki* as far as *Malebarre*, and farther they are called *Armouchiquois*."

The next we shall produce is *Hubbard's History*, printed by special Authority of the Governour and Council of the *Massachusetts Colony*, in the Year 1677. entitled, *A Narrative of the Troubles with the Indians in New-England, from Piscataqua to Penamquid*: wherein he says (Page 2) "The first Place that ever was possessed by the English, in Hope of making a Plantation in those Parts, was a Tract of Land on the West Side of the River *Kennebeck*, then called *Sagatawocke*, since *Sagadahock*."—"In the Mouth of the River of *Kennebeck* lies a considerable Island called *Arowsick*—" "There is another River (Page 3.) that issues into *Kennebeck*, a little higher up into the Country called *Pegypscot*, that comes down from behind *Casco-Bay*. This *Pegypscot* is the Seat of the *Amosscogging* Indians." N.B. *Pegypscot* is the same that they call in their printed Plan *Androskoggin* River; and issues into the lower or Southerly Part of *Merry-Meeting Bay*.—Pa. 31. he says, "News was brought to the said Indians of the Surprizal of *Arowsick* House in *Kennebeck*, &c."—Page 42. "This Island called *Arowsick*, lies up ten Miles within the Mouth of *Kennebeck* River." N. B. This agrees with their printed Plan, in which *Arowsick* lies about ten Miles within the Mouth of the River from the Sea. Page 67. "February 21. (1676) This Morning we set Sail for *Kennebeck*, and arrived at the Harbour's Mouth at 4 o'Clock; about Sun-set we set Sail up the River, and got to the lower End of *Arowsick*."—

The next is a Deed from *Thomas and Mary Webber* to *Richard Collicot*, made the 16th February 1663. of an Island commonly known by the Name of *Long-Island*, lying and being at and near the Mouth of *Kennebeck* River—butting on *Sagadahock's* Point of Entrance.

The next shall be a Vote of the General Assembly of the Province of the *Massachusetts*, in June 1735. to accept the Report of "a Committee appointed to run the Lines between the Province Lands, and the Town of *North-Yarmouth*; the last Paragraph of which Report is "And the said South East Line being continued, runs into the main Sea, at the Mouth of *Kennebeck*-River."

The last shall be the Depositions of sundry Persons which follow, viz.

"I *Thomas Piercy* of *George Town*, aged 64 Years, do certify and say, that about twenty-three Years ago I went down to the Eastward, and lived on *Swan-Island* in *Kennebeck* River for Nine Years; after which I removed to a Place adjoining to *Small-Point*, and from thence I removed to a Place called *Cock's-Head*, both

which last mentioned Places, as well as *Swan-Island* do lie in *Kennebeck River*, and that *Cock's Head* is about one Mile from *Honeywell's Point*, and said *Honeywell's Point* is about one League distant from *Sequin Island*, which Island called *Sequin* lyeth off the Mouth of *Kennebeck River*, and beareth South: And I do testify and say, that the River beareth the Name of *Kennebeck* from fore-mentioned *Honeywell's Point* many Leagues upwards into the Wilderness, nor did I ever hear said *Kennebeck River* called by any other Name, until since the Time when Mr. *Samuel Goodwin* went upon the Survey in the Service of the *Plymouth Company*, which was about three Years ago; but it has been always heretofore called *Kennebeck River*, and is now called *Kennebeck River* by the most ancient Persons now living there, and known by no other Name; and further saith not. Given under my Hand this 30th Day of April 1753. *Thomas Piercy.*

Suffolk, ff. Boston, May 1. 1753.

Mr. *Thomas Piercy* made solemn Oath to the Truth of the above-written Declaration: taken in Perpetuam Rei Memoriam.

Before us, *Samuel Welles* } Justices of the Peace,
John Hill, } Quorum Unus.

The Deposition of *Jabez Bradbury*, Esq; Commander of Fort-George, viz.
"Jabez Bradbury of St. George's-River, testifies and says, that I went into *Kennebeck River* to live about thirty Years since, and I always understood by the Indians that the River *Kennebeck* ran to the Sea or Ocean, and bore the same Name quite down to the Ocean; that *Sagadahock* at the Mouth of *Kennebeck River* in the Indian Language means a coming in of a River, and from thence I suppose that it took it's Name of *Sagadahock*, and that I understood it so, being well acquainted with it near thirty Years, and with the Indians that traded in said River," &c.
Taken in Perpetuam—April 1. 1751.

The Deposition of Mr. *Edward King*, viz.
"Edward King of Boston, Surveyor, aged about 47 Years, testifies and says, that in the Year 1728, he went down into the Eastern Parts of this Province, viz. Massachusetts-Bay, where he lived untill the Year 1752. and has travel'd thro' great Part of the said Eastern Country; and by that Means became generally acquainted with the most noted Parts, particularly with the large Rivers, and that he was a Chain-man for Mr. *Phineas Jones*, in his Survey of *Kennebeck River* and Land adjoining, which Survey was in the Year 1731; and that he never understood by the said *Jones*, or any other Person there, that *Kennebeck River* was ever called by any other Name but *Kennebeck*, from it's Mouth where it emptieth itself into the Sea or Western Ocean up to *Norridgewock*, which is about one Hundred Miles." *Edward King.*

Taken in Perpetuam, Feb. 15. 1753. before *William Stoddard,* } Justices of Peace,
Daniel Henchman, } Quorum Unus.

The last we shall produce at this Time, is the Deposition of *John Gyles*, Esq; viz.
"John Gyles of Roxbury, in the County of Suffolk and Province of the Massachusetts-Bay, in New-England, Esq; aged 73 Years, do testify and say, that when I was about twelve Years old, I was taken Captive at *Pemaguid* by the Indians, and

continued.

continued with them about nine Years, in which Time I learned their Language, so that I did then, and do now understand it well : And I always understood both by the Indians and the English, that *Kennebeck River* not only extended itself from *Merry-Meeting Bay* far upwards into the Country, but also from said *Merry-Meeting Bay* downwards quite to the Sea or Western Ocean, into which the said River *Kennebeck* emptieth itself. And I also always understood by the Indians that the Word *Sagadahock* in their Language (and is the same with the Word *Sagadahock* which the English make Use of) means no more than the Mouth of, or Entrance into a River. — Given under my Hand this 15th Day of *January*, in the Year 1753.

John Gyles.

Taken in Perpetuam, Jan. 15 1753, before *Samuel Welles,* (Justices of Peace,
Daniel Henckman, Quorum Unus.

Many other Authorities, all tending to prove the same Point, namely, that the River between *Merry-Meeting Bay* and the Sea (which they call *Sagadahock*) is really Part of *Kennebeck River*, might have been produced, but we think those already produced, will be sufficient to satisfy any rational & unprejudiced Enquirer, and therefore we will not needlessly multiply them. “ And now, let what has been here “ offered, be placed in one Scale, and all the Evidences they can produce or boast “ of, be placed in the other, and we are very willing the World should judge “ which preponderates.”

The Evidence above, not only serves the Purpose for which we produced it, but to shew what and where *Sagadahock* is : And it appears, to be a District of Land, or a Territory, at and near the Mouth of *Kennebeck River* on the Westerly Side.

Having thus undeniably proved, that *Kennebeck River* extends down to the Sea, their Argument against extending the *Plymouth Grant* to the Sea, founded on the contrary Supposition falls to the Ground. Their Argument stands thus : “ The *Plymouth Grant* is bounded on *Kennebeck River* ; but *Kennebeck River* does not extend to the Sea ; therefore the *Plymouth Grant* does not extend to the Sea.” — This is their last Argument : but the last turns out like all that preceded it—absolutely good for Nothing.—

Before we proceed to the next Head, we shall produce sundry ancient Records which shew, First, That it was anciently understood by the Neighbours of the Colony of *Plymouth*, that the said Colony's Patent Tract on *Kennebeck* extended down to the Sea.

Secondly, That the *Plymouth Colony* were long in the Possession of *Kennebeck River*, and the Trade thereof ; and looked on themselves as having a Right thereto, exclusive of all others.

1st. That it was anciently understood so ; will appear by a Letter of *Thomas Dudley's*, Esq; Governour of the *Massachusetts Colony*, dated May 22. 1634. taken from *Bradford's History* of *Plymouth*. But that the said Letter may be intelligible, we shall mention the Occasion of it. One *Hocking* belonging to *Piscataqua* went with a Bark to trade at *Kennebeck* ; when he had got there, he was forbidden by one of the *Plymouth Agents* to attempt any such Thing : But he persisted in it, & went up the River, & anchor'd. The Person who forbid him with some others, took their Opportunity in a Canoe, and cut *Hocking's* Cable, so that he drove down the River with

with the Stream. Upon this, *Hocking* takes up a *Musket* which he had laid ready, and shot the Man, who cut the Cable, dead on the Spot: in return, one of the *Plymouth-men* shot *Hocking* dead.

This Affair made a considerable Noise, and particularly in the *Massachusetts Colony*; where soon after the *Plymouth* People on some Occasion sent a Vessel; on board of which was one Mr. *Alden*, who had been at *Kennebeck*, but no Actor in the Tragedy. Mr. *Alden* on his Landing was committed to Prison, but his Vessel dismissed. When they heard at *Plymouth* of Mr. *Alden*'s Imprisonment, they sent Capt. *Standish* with Letters to Governour *Dudley* and the Court, to give a true Information of the Matter, and to procure Mr. *Alden*'s Release: To one of which Letters Governour *Dudley*'s is an Answer, viz. *Newtown, May 22. 1634.*

Good Sir,

"I Have received your Letter by Mr. *Standish*—For the Business you write of, I thought meet to answer a Word or two to your self, leaving the Answer of your Governour's Letter to our Court, to whom the same, together with my self, is directed. I conceive ('till I hear new Matter to the contrary) that your Patent may Warrant your Resistance of any English from trading at *Kennebeck*; and that the Blood of *Hocking* and the Party he slew, will be required at his Hands; yet do I with your self and others sorrow for their Deaths. I think likewise that your general Letters will satisfy our Court, and make them cease from any further intermeddling in the Matter. I have upon the same Letter set Mr. *Alden* at Liberty and his Sureties; and yet, lest I should seem to neglect the Opinion of our Court, and the frequent Speeches of others with us, I have bound Capt. *Standish* to appear the 3d of June, at our next Court, to make Affidavit for the Copy of the Patent; and to manifest the Circumstances of *Hocking*'s Provocations, both which will tend to the clearing of your Innocency. If any Unkindness hath been taken from what we have done, let it be further and better considered of I pray you, and I hope the more you think of it, the less Blame you will impute to us: At least you ought to be just in differencing them, whose Opinions concur with your own, from others who were opposite; and yet I may truly say, I have spoken with no Man in the Business who taxed you most, but they are such as have many Ways heretofore declared their good Affections towards your Plantation. I further refer my self to the Report of Capt. *Standish* and Mr. *Alden*, leaving you for this present to God's Blessing &c.

Your very loving Friend, &c.

Thomas Dudley.

This Affair and the Imprisonment of Mr. *Alden* caused a great Uneasiness between the two Colonies of *Plymouth* and *Massachusetts*; but at length it ended in this Proposal; That a Number of Magistrates and Ministers of their own and the Neighbouring Plantations should assemble, in order to settle the Matter amicably between them: Accordingly they did assemble; and "after all Things had been fully opened and discussed, and the Opinion of each one demanded, both Magistrates and Ministers; tho' they all could have wished these Things had never been, yet they could not but lay the Blame and Guilt on *Hocking*'s own Head: And thus was this Matter ended, and their Love and Concord renewed."

By the Letter above it appears, Governour *Dudley* was of the Opinion, *that the Plymouth-Patent warranted their Resistance of any English from trading AT KENNEBECK*—the Principal, the most known and best inhabited Part of *Kennebeck*, and consequently that Part *next the Sea* (for so much at least his Manner of Expression implies) and therefore he must have understood the said *Patent Tract to extend to the Sea*; for the Patent warranted Resistance only within the Limits of the Tract granted thereby.

2dly, That the *Plymouth Colony* were long in the Possession of *Kennebeck River* and the Trade thereof: and that they looked upon themselves as having a Right thereto, exclusive of all others, will appear by the following Extracts taken from the ancient Records of said *Colony*, and attested by *Josiah Cotton, Esq;* Register for the *County of Plymouth*: which Extracts have been published more at large by the *Plymouth-Company*, and annexed to a printed Copy of their Patent, viz.

“ At the General Court holden at *New-Plymouth*, the 8th of *June* 1649. a Committee was appointed to treat of and let the Trade at *Kennebeck*, which accordingly on the 4th of *July* following, they did for the full Term of three Years.”

“ At a General Court held at *Plymouth*, the 29th of *June* 1652. the Court are willing and do agree to sell and let the Trade at *Kennebeck* to those that formerly had it, on such Terms as they formerly had it—for three Years.”

“ At the General Court held the 1st of *March* at *Plymouth*, 1655. they agree to let the Trade at *Kennebeck*, for the full Term of seven Years, beginning when the former Term shall be fully expired, &c.”

“ At the General Court held the 2d *July* 1655. a Committee is appointed to meet with the Magistrates at the next Court of Assistants, to treat with them about the letting of the Trade at *Kennebeck*, and about regulating the Disorder of the Government there; and to take Order for the mending of *Jones's River Bridge* in Behalf of the Country.”

“ At the General Court held at *Plymouth* the 3d *July* 1656. The Committees of the several Townships were required to express themselves particularly, whether they would agree unto that which hath been done in letting of the Trade at *Kennebeck*, according to the Term agreed on by the Parties, &c. to which they have given a general Consent in the Behalf of their Townships respectively.—The Treasurer is appointed in the Behalf of the Country annually, to receive the Pay for the Rent of the Trade at *Kennebeck*, for every of the seven Years.”

“ At a General Court of Election held at *Plymouth*, the 7th Day of *June* 1659. before *Thomas Prince*, Governour, &c. For-as-much as we have good Information that Things are in such a Posture at *Kennebeck*, in Reference to some Troubles among the *Indians*, some of whom being slain, some carried away, and thereby also discouraged, that there is a present desisting from their Hunting; and so a Cessation of the Trade, whereby such as have rented the Trade of the Country, are so far discouraged, that they see, and it probably appeareth, that they will not only be disabled for paying the expected Rent, but will be likely to suffer great Losses; and do also fear they may be forced wholly to desist, and to call Home their Estate there; whereby the Trade may be endangered to be lost for the future, if some Course be not taken about it. THE Court do therefore recommend to the
several

several Townships Consideration, and desire they would depute some Men whom they can betrust, to signify their Minds at the Sitting of the General Court in October next; and impower them to act in the Premises."

"At the General Court held at *Plymouth* the 3d of *October* 1659. Whereas by Order of Court, bearing Date the 7th of *June* 1659. it was recommended to the several Townships, to send their Deputies impowered to act in the ordering and settling the Trade at *Kennebeck*, which was much interrupted by Reason of some Troubles among the Indians, to the great Discouragement of the present Farmers thereof. In pursuance of which Order, the Deputies sent from the several Townships upon their serious Consideration of the Matter betrufted with them, have this 6th Day of *October* 1659. covenanted and agreed with the Farmers of the Trade, viz. Mr. *Thomas Prince* (Governour) &c. In Manner following, viz. THAT the Rent of the said Trade for the Year 1659. be wholly remitted by the Country; and that Ten Pounds in Money be paid to the Country by the said Farmers for the Year next ensuing: during which Time the Farmers engage to carry on the Trade as formerly: And at the End of said Term, viz. on the 1st *November* 1660. the said Farmers to leave the said *Kennebeck Trade*, free without any Engagement, unto the Country's Dispose as they shall think meet.—The aforesaid Farmers also engaging not to have any Trade with the *Indians* there, any longer than to the End of the Term aforesaid, viz. until the 1st of *November* 1660."

"At a General Court holden at *Plymouth* the 6th of *June*, 1660. before *Thomas Prince*, Governour, &c.—The several Towns within this Government having sent in their Deputies, and impowered them to act for the Country in all Matters relating to the Trade at *Kennebeck*; they making their Appearance;—*imprimis*, It was agreed, That any former Agreements notwithstanding, it shall be lawful for the Governour and his Associates (who farmed said Trade) Things being as they are, to call Home their Estates and Servants there, when they shall see Cause, &c."

Secondly, It was the Vote of that Committee, if £. 500 Sterling could be obtained for the Country's Interest there, it should be sold."

"In the Year 1661, the late Colony of New-Plymouth make Sale of all their Lands fifteen Miles on each Side *Kennebeck-River* as expressed in said Patent aforesaid for the Consideration of £. 400 Sterling to *Antipas Boyes* &c. their Heirs &c."

"In 1662, *Thomas Prince*, Gov. Whereas it hath been given forth, that divers have been unsatisfied about the Sale of *Kennebeck*; and that an Opportunity is lately presented unto us for the having it again: The Deputies having considered thereof; and finding no Way presenting it self, by their taking of it again, for the Country's better Advantage, have, with one Consent agreed that they desire not to meddle with it again; but do ratify the Sale thereof."

By these Extracts it appears that the Colony of *Plymouth* were long in the Possession of the River *Kennebeck* and the Trade thereof; and that they look'd upon themselves as having a Right thereto exclusive of all others.

Among said Extracts there is also an Account of the establishing a Government at *Kennebeck*, viz.

"At the General Court held at New-Plymouth on the 7th of *March* 1653. before *William Bradford*, Governour, &c.

“ WHEREAS sundry have intrenched upon the Liberties of the Trade at *Kennebeck*; and, whereas also Letters Patents have been granted and sent over from the honourable Court of Parliament & Council of State; thereby giving and granting unto this Jurisdiction, the aforesaid Liberty of Trade in the aforesaid River *with Enlargement*; as also requiring that such due Course should be taken, as that the English residing in the said River, should be orderly governed, and carried on in a Way of Peace for their common Good in civil Concernments.

THE Court taking the Premises into due & serious Consideration, did constitute, authorize & commissionate Mr. *Thomas Prince*, one of the honoured Magistrates of this Jurisdiction, *with full and ample Power to summon all and every of the Inhabitants as he shall see meet, dwelling within the aforesaid River of Kennebeck* unto some convenient Place; to receive from him such Instructions and Orders extant, which he hath received from the aforesaid General Court, the full Power to require their Observance of; with full Power also, to assemble unto himself any other Person or Persons whatsoever to be assistant unto him in the Premises.”

In Consequence of this, several “ *Instructions* from the General Court were given to *Thomas Prince*, Esq; commissioned for the erecting some orderly Government amongst the Inhabitants of the River of *Kennebeck*.” viz.

I. *That* upon their Appearance at his Summons, he tender and require them to take the Oath of Fidelity for the State of *England* and this present Government of *New-Plymouth*.

II. *That* he acquaint them with the Body of Laws of this Government; our Intention being not to expect their strict Observance of every Thing peculiar to our selves; but considering the Distance of the Place, we do allow them Liberty to make Choice of such to be Assistant to our Commissioner as he shall approve of for the making such further Orders as may best conduce to their Welfare.

III. THAT none be allowed for Inhabitants there, but such as will take the Oath of Fidelity as aforesaid.

IV. *That* such Persons only as have taken the said Oath of Fidelity shall act in the Choice of such as may be assistant to our Commissioner as aforesaid, in the making and executing such Orders as may be thought fit to be established amongst them, and the said Assistants to act as if they were actually Freemen for the present, until further Order be taken.

Then follows,

“ The Oath to be taken of all such Inhabitants as shall be allowed to reside in the Liberties of this Government at the River *Kennebeck*.

“ YOU shall be true and faithful to the State of *England*, as it is now established; and whereas you choose at present to reside within the Government of *New-Plymouth*, you shall not do, or cause to be done, any Act or Acts directly or indirectly by Land or Water, that shall or may tend to the Destruction or Overthrow of the Whole or Part of this Government, that shall be ordered, erected or established; but shall contrarywise hinder, oppose and discover such Intents & Purposes as tend thereunto, to those that are in Place for the Time being; that the Government may be informed thereof with all convenient Speed: You shall also submit, and observe all such good and wholesome Laws, Ordinances and Officers as are, or shall be established within the several Limits thereof.”

So help you GOD.

“ By

ad^{ca} By Virtue of this Commission the "said *Thomas Prince* issued out a Warrant directed to the Marshal of New-Plymouth, bearing Date the 15th of *May* 1654, requiring the Inhabitants upon the said River *Kennebeck*, to make their personal Appearance at the House of *Thomas Asbley* at *Merry-Meeting*, upon the 23d of that present Month; at which Time and Place the People generally assembled; and after publishing the aforesaid Authority the Inhabitants hereunder written, have taken the Oath of Fidelity, viz. *Thomas Purchase*, Gent. &c.

ad^{ca} At the same Meeting Mr. *Thomas Purchase* was chosen by the Persons above-named, and approved by Mr. *Thomas Prince*, to be an Assistant, and an Oath administered to him: And at the said Meeting Mr. *Prince* hath declared Lieut. *Thomas Southworth*, now residing at *Cushnoge* (or *Cushnoc*) upon the said River to be also invested into the same Power and Authority, to be Assistant unto the Government in this Part of the Jurisdiction of New-Plymouth. — At the same Time *Thomas Asbley* was chosen Constable, and sworn to the Execution of his Office."

The Council of *Plymouth* in their Patent to the Colony of *Plymouth*, granted to said Colony as far as was in their Power, the Jurisdiction of the Lands conveyed; in Manner following, viz. "ALSO it shall be lawful and free for the said *William Bradford*, his Associates, his Heirs, Assigns, at all Times hereafter to incorporate "by some usual and fit Name & Title, him or themselves, or the People there inhabiting under him or them, with Liberty to them & their Successors from Time "to Time to frame and make Orders, Ordinances and Constitutions, as well for "the better Government of their Affairs here, and the receiving or admitting any "to his or their Society, as also for the better Government of his or their People "and Affairs in *New-England*, or of his and their People at Sea, in going thither "or returning from thence; and the same to put in Execution, or cause to be "put in Execution by such Officers and Ministers as he and they shall authorize "and depute; provided that the said Laws and Orders be not repugnant to the "Laws of *England*, or the Frame of Government by the said President and "Council hereafter to be established."

But the said Council's Power not extending to grant Jurisdiction in so full a Manner as they desired; the *Plymouth Colony* procured a Confirmation thereof from the King (*Charles I.*) which Confirmation miscarry'd, and for that Reason, and because of their Remoteness from *Plymouth*, "and their Paucity and Fewness, the Inhabitants of *Kennebeck* had not hitherto, viz. till 1654. enjoyed the Benefit of Government." Wherefore, on receiving Letters Patent from the Court of Parliament and Council of State "requiring that such due Course should be taken as that the English residing in said *Kennebeck* River, should be orderly governed;" the *Plymouth Colony* commissioned Mr. *Thomas Prince* to set up a Government there, "with full "and ample Power to summon all, and every the Inhabitants of *Kennebeck*, to receive from him such Instructions & Orders as he had received from the General "Court of *Plymouth*." In Consequence hereof he summon'd the said Inhabitants to assemble at *Merry-Meeting Bay*, who having taken the Oath of Fidelity required, chose Mr. *Thomas Purchase*, and Mr. *Thomas Southworth* (which last resided at *Cushnoge*) Assistants; and *Thomas Asbley* Constable: And thus a Government was established, — established by and dependent on the Colony of *Plymouth*, and extending down to the Sea.

The aforesaid Letters Patent not only confirmed the Jurisdiction granted by the *Plymouth-Council* to the *Colony of Plymouth*, of *Kennebeck*, but confirmed also their former Liberty of Trade there, and enlarged it.

This was a necessary Thing for the *Colony* to procure, as their Trade had been interrupted by sundry Persons sitting down above *Toconnoe*, where they endeavoured in Opposition to the *Colony*, to force a Trade with the Indians.

Thus their Government and Trade at *Kennebeck* was confirmed. — A Government and Trade including the whole of *Kennebeck River*, and consequently the lower Part thereof next the Sea.

As therefore it was anciently understood by those who were in the Neighbourhood of the *Colony of Plymouth*, that the said *Colony's Patent-Tract* on *Kennebeck*, extended down to the Sea.

As the *Plymouth Colony* were long in the Possession of *Kennebeck River* and the Trade thereof; and looked on themselves as having a Right to both (as high up as said River was inhabited) exclusive of all others.

As none were allowed to be Inhabitants at *Kennebeck*, but such as would take the Oath of Fidelity to *Plymouth*.

As their Trade and Government at *Kennebeck* did manifestly extend down to the Sea.

As the *Brunswick Proprietors* have produced no Arguments but what have been proved either good for Nothing, or to turn against them. There can be no Room to doubt that the said *Patent-Tract* on *Kennebeck* does really extend down to the Sea.

The *Brunswick Proprietors* have hitherto acted offensively; but they have acquitted themselves very poorly: Let us now see how manfully they can behave on the defensive.

VIII. They endeavour to prove that the Laws which we have produced respecting Purchases from the Indians (excepting that of *William III.*) are impertinent to the Purpose for which we produced them.

In our Remarks we took Notice “that the Deeds by which *Sir Byby Lake* and others claim the said two Tracts upon *Kennebeck-River*, are superseded by the Patent & Indian Deeds to the *Colony of Plymouth*.” And said, “but supposing the *Plymouth Company* had no such Patent or Deeds, it might be asked with great Propriety “What Right *Sir Byby Lake* and Company can have in said Lands by Virtue of their Indian Deeds?” And the proper Answer would be, “None at all:” For the Laws of *Plymouth Colony*, *Massachusetts Colony*, and the Province of the *Massachusetts Bay*, after the Union of the said Colonies, utterly invalidate and make null & void all private Purchases of Lands from the Indians, without the Approbation of the General Court of each Colony respectively first obtained. As therefore the Indian Deeds to *Larson*, under whom *Sir Byby* and Company Claim, were never approbated by any General Court, they must of Course be utterly null and void.” And then refer'd to the Laws of the said Colonies and Province relative to this Matter, annexed thereto.

To which they Answer “That the Laws which they have produced respecting Purchases from the Indians, except that of 13 *Will. III.* are all idle & impertinent, and

“ and not in the least to the Purpose for which they produced them. For these Laws
 “ were made for the settling the Titles of the Indians to the Lands in those several
 “ Jurisdictions or Governments where the said Laws were made, and those Lands in
 “ the Eastern Parts, now held under *Lawson*, &c. were neither in the Colony of
 “ the *Massachusetts-Bay*, nor in the Colony of *Plymouth*; nor did either of the said
 “ Colonies exercise any Jurisdiction in those Parts at those Times, except what the
 “ Colony of *Plymouth* set up, by Virtue of the Authority which they pretended
 “ to have derived from the *Council of State*, in the Time of the *Usurpation*; and if
 “ they can produce this Authority, such as it is, let them do it, and make the most
 “ of it, for at present we have only their bare Word, that they ever had any such
 “ Authority.”— The Sum of their Argument is this “ These Laws could only
 take Place within the Jurisdictions or Governments where they were made; but
 the Lands in Question were not within those Jurisdictions: therefore these
 Laws could not take Place with Regard to those Lands.”— The second Part or
 Minor of this Argument we deny, for we say those Lands were within the Juris-
 diction of *Plymouth*; and to prove it we have produced the *Plymouth Patent* (tho’
 they say they have only our bare Word for it) which was confirmed by the KING,
 and which grants the Jurisdiction of the Land convey’d in the most express Man-
 ner: and we have produced printed attested Copies of Extracts from the Records
 of *Plymouth*, by which it appears that Jurisdiction was exercised within the Lands
 in Question: and this Jurisdiction they acknowledge the Exercise of, tho’ they say
 (to make it seem illegal) that it was only by Virtue of the Authority derived from
 the *Council of State*, in the Time of the *Usurpation*: And supposing it was (tho’ we
 don’t grant it) there is no Reason to think that what was done in Consequence there-
 of, will ever be made void; as no Act of Council or Parliament made during the
Usurpation has ever been (merely for that Reason) made void.— The *Plymouth*
 Laws therefore are so far from being impertinent to the Purpose for which we pro-
 duced them, that they make void in the most effectual Manner all Indian Deeds for
 Lands within their Jurisdiction; and consequently the Indian Deeds to *Lawson*,
 and to the *Predecessors of the Brunswick Proprietors* (so far as they convey Lands
 within the Jurisdiction of the late Colony of *Plymouth*) must be void.— But on
 the Supposition those Laws are impertinent; we are able to prove the Nullity of
 the said Indian Deeds by a Law of the Province of the *Massachusetts-Bay*, made in the
 13. Will. III. which they acknowledge to be pertinent to the Purpose for which we
 produced it. The Law runs thus.

“ WHEREAS the Government of the late Colonies of the *Massachusetts-Bay*
 and *New Plymouth*; to the Intent the native Indians might not be injured or de-
 feated of their just Rights and Possessions, or be imposed on or abused in settling
 and disposing of their Lands; and thereby deprive themselves of such Places as
 were suitable for their Settlement and Improvement; did by an Act &c Law passed
 in the said Colonies respectively many Years since, inhibit and forbid all Persons pur-
 chasing any Lands of the Indians, without the Licence and Approbation of the General
 Court: notwithstanding which sundry Persons for private Lucre have presumed to
 make Purchases of Lands from the Indians, not having any Licence or Approba-
 tion as aforesaid for the same, to the Injury of the Natives, and great Disquiet and
 Disturbance

Disturbance of many of the Inhabitants of this Province in the peaceable Possession of their Lands and Inheritances lawfully acquired :

Therefore for the vacating of such illegal Purchases, and preventing the like for future : *Be it enacted, &c.* That all Deeds of Bargain, Sale, Release, or Quit-Claim, Titles and Conveyances whatsoever, of any Lands, Tenements or Hereditaments **WITHIN THIS PROVINCE**, as well for Term of Years as forever, had, made, gotten, procured or obtained, from any *Indian or Indians*, by any Person or Persons whatsoever, at any Time or Times since the Year of our Lord *One Thousand six Hundred thirty three*, without the Licence or Approbation of the respective General Courts of the said late Colonies, in which such Lands, Tenements or Hereditaments lay, &c. shall be deemed and adjudged in the Law to be null, void and of none Effect.

Provided nevertheless, and it is notwithstanding hereby enacted and declared, That all such Purchases, Releases and Titles heretofore had or obtained from any *Indian or Indians*, by any Town or Person whatsoever, of any Lands or Hereditaments which such Town or Person also hold and enjoy, by Virtue of any Grant or Title made or derived by or from the General Court, of either of the Colonies aforesaid, &c. shall be and hereby are excepted out of this Act, and be held for good and valid in the Law : any Thing herein contained notwithstanding.

Provided also, That if any Person or Persons or Town in this Province to the Eastward of *Piscataqua River* have heretofore purchased or obtained any Indian Deed or Title for any Lands, Tenements or Hereditaments in those Parts, or if any Person or Persons have heretofore purchased or obtained any Indian Deed or Title for any Lands, Tenements or Hereditaments in the Island of *Capawack*, alias *Martha's Vineyard*, or the Dependencies thereof, now known by the Name of *Duke's County*, or in the Island of *Nantuckett*, FOR FURTHER CONFIRMATION OF THEIR OTHER LAWFUL TITLES AND POSSESSIONS ; This Act or any Thing therein contained, shall not extend or be construed to extend in any wise to vacate or make void SUCH Indian Deed or Title : Any Thing herein contained to the contrary notwithstanding.

Here it is plain that all Deeds obtained from the *Indians* of Lands **WITHIN THIS PROVINCE** at any Time since the Year 1633, without the Approbation of the respective General Courts of the said Colonies shall be adjudged in Law null and void. Now, they can't pretend to say, that the Lands described in *Lawson's Indian Deeds*, dated 1649 and 1653, and in *Wharton's Indian Deed*, dated 1684, are not now within this Province, or were not at the Time this Law was made, viz. in 1701 within this Province. This Law therefore absolutely nullifies the said Indian Deeds, and cuts off all Pretensions which *Sir Byby Lake* and Company, and the *Brunswick Proprietors* have to those Lands by Virtue of said Indian Deeds.

But let us see what they have objected to this, "All the Purchases (say they) made by those under whom *Sir Byby* and Company claim, have been approbated by the Government of the *Massachusetts-Bay* ; and this they shew themselves in the aforesaid Act of 13th of *Will. III.* which they have annexed to their Remarks ; and therefore why they should set out with reciting the Laws of the old Colony of *Phymouth &c.* to invalidate all Purchases of Lands from the *Indians*,

“dians, and conclude with the Act of *Will. III*d, wherein there is a *Proviso*,
 “which destroys all the foregoing Laws so far as they relate to *Lands to the East-*
 “*ward of Piscataqua*, where all those Lands purchased by *Lawson &c.* lay, we
 “cannot conceive, &c.” “We think therefore that these Laws require no other
 “Answer besides what we have offer’d above, than a bare Transcript of said *Pro-*
 “*viso* in the Words following, namely, “*Provided also*, that if any Person or
 “Persons or Town in this Province to the Eastward of *Piscataqua River* have
 “heretofore purchased or obtained any Indian Deed or Title for any Land, Tene-
 “ments or Hereditaments in those Parts, this Act or any Thing therein contained,
 “shall not extend or be construed to extend, to vacate or make void such Indian
 “Deed or Title; any Thing herein contained to the contrary notwithstanding.”
 And then observe, This must show *their profound Ignorance*, or *something worse*.”

How accurately they have transcribed the *Proviso* will appear by comparing their
 Transcript of it with the Original, or with the Copy we have taken of it from the
 Province Law-Book. They have not transcribed more than Half of it; and have
 intirely omitted the most essential Part of it; viz. The Words, “FOR FUR-
 THER CONFIRMATION OF THEIR OTHER LAWFUL TITLES
 AND POSSESSIONS.” If these Words had been inserted in *their* Transcript of
 the *Proviso*, in their proper Place, they would have shewn that said *Proviso* did not
 extend to, or comprehend such Deeds as those above mentioned, but only *such In-*
Indian Deeds as have been obtained FOR FURTHER CONFIRMATION OF LAW-
FUL TITLES.

Let *their* Transcript be read with the Addition of those essential Words, and this
 will appear the genuine natural Construction of it. Thus “*Provided also*, That if
 “any Person or Persons or Town in this Province, to the Eastward of *Piscataqua*
 “*River*, have heretofore purchased or obtained any Indian Deed, or Title for any
 “Lands, Tenements, or Hereditaments in these Parts FOR FURTHER CON-
 “FIRMATION OF THEIR OTHER LAWFUL TITLES; this Act or
 “any Thing therein contained shall not extend, or be construed to extend to va-
 “cate or make void such Indian Deed or Title, any Thing herein contained to the
 “contrary notwithstanding.”

It appears then they had no Right to say “That all the Purchases made by
 those under whom *Sir Byby* and Company claim, have been approbated by the Go-
 vernment of the *Massachusetts-Bay*, which is shewn in the aforesaid Act of 13th
*Will. III*d; nor that the said *Proviso* destroyed all the Laws refer’d to in our Re-
 marks, so far as they relate to *Lands to the Eastward of Piscataqua*; nor that these
 Laws require no other Answer than a bare Transcript of said *Proviso*: But the
 contrary of all this appears; and it appears also that they had no Reason to accuse
 us of *profound Ignorance* or *something worse*.—We heartily wish in return for their
 Compliment, that there was the least Room to impute this unveil’d, bare-faced Per-
 version of Truth to *their profound Ignorance*; but even that *Charity which believeth*
all Things, will not allow any one to believe, but that it proceeded from something
 worse than *Ignorance*.

Thus we have gone thro’ and reply’d to *their Answer* to our Remarks, and shewn
 (besides other Things less material) That their Construction of the *Plymouth Patent*

is *unnatural, ungrammatical and against Reason*; and that the Evidence they have produced respecting the Boundaries of the Patent-Tract amounts to nothing at all. And lastly, that the Deeds by which they and others claim the *Pejepscot Lands &c.* are null and void.

It remains only to take Notice of several Things they have said in the two last Pages of their Performance.

1st. They say they have fully answer'd what we charged upon their Plan and Extracts, *viz.* That they make a ridiculous Appearance, as they neither defend the *Pejepscot Claim*, nor even shew what it is; but are wholly taken up in the Defence and Illustration of a Claim opposite thereto.

In our Remarks we said, "One Inquiry remains which respects the *Brunswick Proprietors* themselves, who are Part of the *Pejepscot Company*. Why do they endeavour to establish *Lawson's Claim*, when it interferes with their own?— Their own (which is by Vertue of *Savage's Deed* above mention'd) takes in all the Lands on the West Side of *Kennebeck* nearly as high as *Norridgewalk*, and so includes one Half of *Lawson's*, which so far as they establish *his*, diminishes *theirs*. One would think, if they had a good Title to those Lands, they would have opposed *it*, rather than *Lawson's* to the *Plymouth Claim*; especially as the Confirmation of *Lawson's* must be at the Expence of *their own*; and that they would not be so forward to give up so considerable a Tract, if they had any Opinion of their Title. However, to make their Situation better, they insist under *Lawson*; but his Cause has been proved to be as bad as their own. Vain therefore are all their Efforts; one Fate must attend them both. They must both give Way to the *Plymouth Company*, and be lost in that: which the Event we doubt not, will demonstrate.

Instead of producing *their Title*, or giving any Reason why they endeavour to establish *Lawson's Claim* when it interferes with their own, they only say, "It is observable here that the *Pejepscot Company* and those who hold under *Lawson* must be attended by the same Fate; they must both give Way TO the *Plymouth Company* and be lost in *that*, not TO their Right, but TO *them*. This is agreeable to what they have always threatned, when they have boasted of their Riches; by which they design to bear down, and crush all who oppose their Views: But we are very thankful that we do not find our selves in the least intimidated with such Menaces, especially when we consider that Justice is not to be bought, but is equally and impartially distributed; and while this is the Case, we doubt not but we shall be able to resist the Weight of their Purfes, and the infinitely less Weight of their Arguments.

Who besides the *Brunswick Proprietors* could make so long a Note on the short Word TO?—They certainly can produce a great deal out of a little, and have given abundant Proof of their Abilities in this Way.—To eight Pages they have produced near Forty, in Answer; to the Monosyllable TO, they have produced half a Page in Answer; and from Deeds good for Nothing have produced a Claim to a Tract of Land of some Hundred Thousands of Acres. What then are we to expect from such prolifick Heads, when they come to Answer *this Rep'y*!

To

To be serious,

As they talk of "Weight of Arguments," one might expect to have found something to the Purpose here with Regard to *their's* and *Lawson's* interfering Claims; but not a Word of them—they were so intent on the Particle TO, that they wholly overlook'd them.

We may repeat then with great Propriety what we said in our Remarks "that their Plan and Extracts make a ridiculous Appearance," and may now add with equal Propriety, that their Answer to said Remarks is as ridiculous as their Plan and Extracts; and for the same Reason, because it neither defends the *Pejepscot* Claim, nor even shews what it is.

As to what they say about the Riches of the Plymouth Company, "*that by them they design to bear down & crush all who oppose their Views,*" it is utterly false, and it is as low as false. We depend only on that *Justice which is not to be bought, but is equally and impartially distributed.*—With Respect to the *Brunswick Proprietors* our Opinion is, that they are generally Persons in good Circumstances, but if we were to judge of the *Weight of their Purses, by the Weight of their Arguments,* we should look upon them as Bankrupts.

2dly. They would appear very solicitous about the Good of the Province which *they apprehend in Danger,* from our settling Strangers within our Tract. For say they, "We can't but express the greatest Concern, when we observe them make a State of the Good of the Province in settling the Eastern Parts of it: Can it possibly be for the Good of the Province to endeavour to settle poor Strangers and Foreigners upon Lands, the Title of which is controverted? And if in Process of Time, these Foreigners shall be ejected off these Lands whereon the Plymouth Company have placed them, *which is at least a possible Supposition,* who will they expect any Recompence from? From the Plymouth Company most certainly. For nothing can be more equal, than that those who have wounded them should heal them; and who, who can recompence the Province upon the *aforesaid Supposition?* The Government seem inclined to encourage Foreigners to come among us, and settle our waste Land; and in the Case above (supposed) where will the Odium fall? on the *Plymouth Company* or on the Province? On the Province without Question: And will this be an Encouragement to Strangers to come among us? No, but the greatest Discouragement imaginable; nay, will absolutely put a Stop to their coming. This we imagine is a Matter of that Moment, as to demand the serious Consideration of the Publick."

We can't but pity those poor Gentlemen in their great Distress—they seem wholly involved in Melancholy and ill-boding Fears about the Good of the Province and the poor Foreigners.—This must proceed from some ill-habit of Body, which makes every Thing appear gloomy and of a dusky Hue: tho' it indicates a Benevolence of Mind to be affected with the Miseries of our Fellow-Creatures, whether real or apprehended only.—From this noble Principle it *doubtless* is that their Distress originates: But like good Physicians we will minister to their Relief to the utmost of our Power: and it may possibly have a happy Effect upon them to let them know that their Disquietude is grounded all along upon a *meer Supposition only.* They may make themselves perpetually uneasy, if they suffer their Disorder

to operate in this Way—let them but *suppose* the contrary to what they have *supposed* above, and the Scene immediately brightens, the Clouds disappear—the Province is secure, and the poor Foreigners provided for.—

gdly and lastly. They conclude (as they began and held on) with very rude Language.

“*The Plymouth-Company* (say they) as well as their Neighbours are under the greatest Obligations to *Providence*, that has put it out of *their* Power to incur the Curse denounced against *those who remove their Neighbours Land-Mark*.—As they have already made *themselves the Jest and Contempt of all Men of Sense and Probity, by their abominable Misbehaviour*, AND BY THE PUBLICATION OF THEIR REMARKS, so we make not the least Doubt, but e’re long *they will be mocked and derided by the lowest of the People*.”

Here it is strongly insinuated, that the *Plymouth Company* whenever they have it in their Power, have it in their Inclination to *remove their Neighbours Land-mark*. What is this but making them *first Rate Villains*? For a worse Reflection they cannot make upon *Villains of the first Rate*.

We really believe they were under some disorder of Mind when they writ this; for there is not a Man of them (we are perswaded) in his sober Hours, that even entertains such an Opinion of the *Plymouth Company*: it becomes us therefore rather to pity them, than to recriminate.

We can easily account for their expressing themselves warmly, and for their being angry, and they themselves have helped us to account for it, “*by the Publication of our Remarks*.” But this Insolence—this Outrage is absolutely unaccountable any other Way than by the Disorder of their Minds, unless we suppose them (which we by no Means do) to be very great *Villains*: for none but such, or such whose Minds are discomposed, could give so *villainous* a Character of the *Plymouth Company*.

The *Plymouth Company* are not solicitous about their Character; they are content the World should judge of it, even without denying the Charge brought against them above; for if it be just, all they can say will not be sufficient to wipe off the *Odium* it must bring upon them: and if it be unjust, it will be utterly disregarded.

To conclude; It is our earnest Wish that the *Brunswick Proprietors* may be restored to *Soundness of Mind*, and *Uprightness of Intention*; and then we may be assured, that the World will be troubled with no more of their *trifling and ill-intentioned Performances*.

31 DE 63

Boston, September 5th 1753.

AT a Meeting of the Proprietors of the *Kennebeck Purchase* from the late Colony of *Plymouth*:

Voted, That the foregoing REPLY be printed.

Thomas Marshall, Prop. Cler.

E R R A T A.

Page 16. line 14. for *sold*, read *beld*, P. 24 l. 19 & 20, in some Copies, r. *delineated*. 22 l. of same P. after *Plymouth Colony*, insert *and*. Other Mistakes the Reader is desired to correct.